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Current Topics.

The Vacation Judges and Chambers.

IT WILL be seen from the notice we print elsewhere that Mr. Justice SUTTON will, on the 15th inst. and thenceforward until further notice, sit on Wednesday in each week and in Judges' Chambers on Tuesday and Thursday in every week commencing on the 14th inst. The Vacation Chambers will be those of SWINFEN EADY and NEVILLE, JJ.

Solicitor's Lien on the Evidence for the Prisoner.

REGULATIONS enabling a party suing or defending by a solicitor to change his solicitor are to be found in the legal procedure of all civilized States, but it is not often that we hear of an application for liberty to change his solicitor by the defendant in a criminal proceeding. The American newspapers, however, state that an application has been made to one of the judges of the State of New York for an order calling upon a firm of solicitors, who have hitherto been acting for Mr. HENRY THAW, charged with the murder of Mr. WHITE, a well-known architect, to shew cause why they should not hand over all papers and evidence in their possession relating to the case to another firm. The ground upon which the application is resisted appears to be that the respondent firm has not been paid so far for its services, and under the circumstances is "empowered to hold the evidence." We cannot find any instance of such a lien being claimed in the English criminal courts, and are disposed to think that it might be a serious obstacle to the defence of the prisoner.

Stamps on Joint Statutory Declarations.

THE DECISION of WALTON, J., in *Reversionary Interest Society (Limited) v. Inland Revenue Commissioners* (Times, 27th ult.) settles a point of practical importance with regard to the stamp on a statutory declaration where there are two declarants who do not each join in the whole declaration. The declarants in the case submitted to the court were a man and his second wife. The man first made a sole declaration with regard to his first marriage and the issue of that marriage; then both declarants joined in declaring to the facts relating to the second marriage and the issue thereof. The Inland Revenue Commissioners claimed that the declaration was liable to two

stamps of 2s. 6d. each by reason of section 3 (2) and section 4 (a) of the Stamp Act, 1891. The former provision, however, does not seem to be applicable. It enacts that if more than one instrument is written upon the same piece of material each instrument is to be separately stamped. It can hardly be seriously contended that a declaration constitutes separate instruments because there are several declarants all declaring as to facts which relate to the same transaction. And similarly WALTON, J., held that the case did not fall within section 4 (a), which provides that an instrument containing or relating to several distinct matters is to be separately charged with duty in respect of each matter. The declaration was made for the purpose of a single transaction with the Reversionary Interest Society, and it was to be treated as a single declaration. It will be noticed that one declarant declared as to the whole of the facts and was corroborated as to part by the other declarant; but the reason of the decision seems to apply where the declarants declare as to separate facts, provided the declaration is required for the same transaction.

The Companies (Winding-up) Report.

THE Companies (Winding-up) Report for 1905, which has just been issued by the Board of Trade, is in some respects an echo of the recent report by the Company Law Committee. Here also the salient facts noted are the diminution in company promotion and in the use of the prospectus which the last five years have seen. It is, however, the total nominal capital which has diminished rather than the annual number of new companies, and there has been in the last ten years a great change in the character of the companies registered. "Speaking generally," says the report, "small companies have taken the place of large companies, and the growth in number of those with the smallest capital has been the most marked." Thus in 1896 the companies registered with a capital of between £1,000 and £5,000 were 782; for 1905 the corresponding number was 1,260. On the other hand, of companies with a capital between £100,000 and £200,000, 562 were registered in 1896, and only 176 in 1905; and of companies with a capital between £200,000 and £300,000, the number for 1896 was 190, and for 1905 it was 49. These figures are not a little remarkable. To some extent, doubtless, they are accounted for by the tendency to register with a small initial capital for the purpose of saving duty. The capital is subsequently increased as may be found necessary. The lowest point, both as regards the number of new companies registered and the total nominal capital was reached in 1904, when the figures were 3,478 registrations with a total capital of about 84 millions. In 1904 there was a recovery—the corresponding figures being 3,967 and about 108 millions.

The Revival of the Prospectus.

THE DIMINISHED use of the prospectus is made the subject of careful inquiry in the Companies (Winding-up) Report. The most marked decrease, it appears, took place in 1902, in which year the capital for companies issuing a prospectus fell from some 48 millions to about 27 millions, and the percentage which the capital of such companies bore to the total capital fell from 35 to 18 per cent. The decrease continued through 1903 and 1904, but there was a revival of the relative amount of the capital of prospectus-issuing companies in 1905. This revival, it is said, is made more clear by figures which have been supplied by the secretary of the Stock Exchange Committee. These figures cover each half-year for the last six years, and they shew that in the last half-year of 1900, immediately before the Companies Act, 1900, came into operation, companies with a prospectus which came before the committee for special settlement were more than twice as numerous as those without a prospectus. The respective numbers were 53 and 24. Then the prospectus began to go out of fashion, and it touched the lowest point in the first half of 1904, when the relative positions of companies with a prospectus and those without were reversed, the numbers then being 19 and 42. Since that date the prospectus has been coming into favour again, and once more, in the first half of this year, the prospectus-issuing companies (50) shew their old pre-dominance over companies without a prospectus (22). These figures taken from the Stock Exchange are significant, and the

report observes that the reason for the temporary decline of the prospectus is not to be found in the stringent provisions of section 10 of the Companies Act, 1900. "The provisions of the Act have not been altered in any way, and yet the proportion of companies now being issued with a prospectus seems to be practically identical with the proportion which was existing during the period immediately before the Act of 1900 came into operation." It is suggested in the report that the most powerful cause for the decrease in the number of prospectuses is to be found in the scarcity of money for investment and for new ventures during the last four years, owing to the increase of national and local expenditure and to the heavy loans raised in 1901 and 1902 for war purposes. It was no good putting a prospectus before the public because the public had no money to spare. Consequently the promoter avoided this expense and adopted other means of disposing of the shares of the few companies he was able to float. Apparently these causes are passing away and the promoter is again willing to go direct to the public; from which it is to be inferred that his prosperity, like that of other folk, is bound up with economy in public expenditure at home and abroad.

Extending the Time for Registration of Debentures.

THE COURT of Appeal have in *Re Ehrmann Brothers (Limited)* (reported elsewhere) reversed the decision of JOYCE, J., upon which we commented recently (*ante*, p. 557), and, in accordance with the view suggested by COZENS-HARDY, L.J., in *Re Johnson & Co.* (50 W. R. 482; 1902, 2 Ch. 101), have held that debenture-holders, in whose favour an order is made for extension of time for registering their debentures, obtain from the date of actual registration priority over unsecured creditors who have not at that time obtained in some form a specific right against the property covered by the debentures. The question has arisen upon the construction of the common form proviso which is appended to orders extending the term for registration—"but this order is to be without prejudice to the rights of parties acquired against the holders of the debentures prior to the time when such debentures shall be actually registered." In *Re Johnson & Co.* COZENS-HARDY, L.J., expressed the opinion—not necessary for the determination of that case—that these words would not have any effect in protecting creditors who had not taken some proceeding to get a charge or security upon the property comprised in the debentures. In some of the earlier cases, however, there has been a disposition to give them a wider construction, so as to let in *pari passu* with the debenture-holders all unsecured creditors whose debts have been incurred before the actual time of registration, and in *Re Ehrmann Brothers (Limited)* JOYCE, J., felt bound to act upon this wider construction, though it was contrary to his own opinion. In fact, however, it goes far to nullify the benefit of the order extending the time. This is based upon the consideration that there has been an inadvertent omission to register in time, and that it is just and equitable to grant relief, and it is natural, therefore, that the debenture-holders to whom relief is granted should be put as far as possible in the same position as if the registration had been in due time. They ought, therefore, to have their full rights except so far as is necessary to save the rights of creditors who have in the interval acquired some specific right against the property—as where they have issued execution or where a winding up has commenced. And this view has now been taken by the Court of Appeal. The proviso, said VAUGHAN WILLIAMS, L.J., only gives protection to persons who have acquired rights of property, and does not include unsecured creditors who have no charge against the property included in the debenture-holders' charge. He did not think that the Legislature intended to give an unsecured creditor, merely because he was an unsecured creditor at the date of the order for extension, the right to say that, so far as he was concerned, the debenture which was not registered in due time, but was registered under the order for extension, was inoperative.

The Report of the Ritual Commission.

It is a little curious, says a correspondent, that the able and exhaustive report of the Ritual Commissioners (to which we recently referred) contains no mention of the pre-Caroline

Acts of Uniformity, which are not repealed by the Caroline Act 14 Car. 2, c. 4, but expressly kept alive by its direction in section 20 as printed in the second edition of the Statutes Revised. There are three pre-Caroline Acts of Uniformity—2 & 3 Ed. 6 (wholly unrepealed), 5 & 6 Ed. 6, c. 1 (partly repealed by the Religious Disabilities Act, 1846), and 1 Eliz. c. 2 (partly repealed by the Religious Disabilities Act, 1846, and the Statute Law Revision Act, 1863). The second Edwardian Act appears to leave offenders to the censures of the Church, but both the first Edwardian Act and the Elizabethan Act provide for their prosecution at assizes before a judge and jury, the punishment of an incumbent for a first offence being forfeiture of one year's profits of benefice, and six months' imprisonment; for a second one year's imprisonment and deprivation, and, "yf" (still says Parliament) "any such person after he shall bee twice convicted in fourme aforesaid shall offende against anye of the premisses the thirde tyme, and shall bee thereof in fourme aforesaid lawfully convicted, then the pson so offending and convicted the thirdd tyme shall be deprived *ipso facto* of all his spirituall promotyons, and also shall suffer imprisonment during his lyef." The "fourme aforesaid" is "by the verdict of twelve men," and it is enacted by section 5 of the Elizabethan Act that—

All and every justices of oyer and determiner or justice of assise shall have full power and authorite, in every of their open and generall sessions, tequire here and determine al and al maner of offences that shall be comited or doone contrarie to any article contained in this pnte Act within the limites of the comission to them directed, and to make procees for thexecucion of the same, as they maye doo against any person being indited before them of trespas or lawfully convicted there of.

It is added by section 6 that "all and every archebishops and bishops shall or maie at al time and times at hiss libertie and pleasure joyne and associate himself by vertue of this Acte to the said justices . . . within his diocese." But, it may be asked, is not all this severity, which is hardly in harmony with the spirit of the age, though not expressly, yet impliedly abolished by later ecclesiastical legislation, such as that of the Church Discipline Act of 1840, and the Public Worship Regulation Act of 1874? Certainly not, but rather the contrary. The Act of 1840 repeals many Acts, but the earlier Acts of Uniformity are not among them, and the Act of 1874 speaks of the expediency of "further regulations," while the Act of Uniformity Amendment Act of 1872, in its definition of "Act of Uniformity," includes "the enactments confirmed and applied by that Act to the Book of Common Prayer."

Re-issue of Debentures.

ONE of the recommendations contained in the recent report of the Board of Trade Committee on Company Law is that the decisions in *Re George Routledge & Sons (Limited)* (53 W. R. 44; 1904, 2 Ch. 474) and *Re W. Tasker & Sons (Limited)* (54 W. R. 65; 1905, 1 Ch. 283) should be overruled, and that the law should be so modified that a company, which has paid off any debentures or debenture stock issued by it as security for temporary advances, should, unless forbidden by its articles of association or the terms of the issue of its debentures, be at liberty (1) to keep the same on foot in the hands of its nominees, so far as to enable the company to deal with them subsequently by way of sale or mortgage, or (2) to re-issue them as of the same class. The law as laid down in the above cases has proved, upon purely technical grounds, a most unfortunate trap for persons who have accepted debentures which have already been used by the company for temporary purposes, and a further instance of the same result is afforded by the recent decision of SWINFEN EADY, J., in *Re Perth Electric Tramways (Limited)* (54 W. R. 535). There the company obtained a temporary advance of £2,000 on the deposit of twenty-one debentures for £100 each. These were part of an issue of 500 similar debentures which were secured by a trust deed. The twenty-one debentures were executed and deposited with a bank, but they were issued without insertion of the name of the holders, and no person was registered as holder as required by the conditions of the debentures. The loan was paid off and the debentures returned to the company, and a portion of them were subsequently issued to registered holders. Under these circumstances SWINFEN EADY, J., held that the above cases applied, that

the debentures were spent, and that the present holders took no security under them. Seeing that a debenture may be used by a company either for issue in the ordinary way as security for the loan mentioned in the debenture or for issue by way of collateral security for a loan other than the debenture loan, the deposit with the bank amounted, in the opinion of the learned judge, to an issue of the debentures, and upon repayment of the loan, and re-delivery of the debentures they had served their purpose. Unless the law is speedily altered in the manner suggested by the committee's report the effects of this and the earlier decisions may be very serious. There are probably not a few cases in which debentures now outstanding in the hands of ordinary investors were used by companies at the first issue by way of deposit to secure temporary advances, and in all such cases the title of the present holders is bad.

Living Rent Free.

IT IS STATED in the *Westminster Gazette*, on the authority of a member of a firm of house agents who are largely employed in the collection of rent for cottage and middle class property in the metropolis, that there are numbers of people in London who have never paid any rent for their houses for twenty or thirty years. This statement was induced by the report of a case tried at the Newington Sessions, in which a man and a woman were convicted for conspiring by false pretences to acquire tenancy agreements in various parts of London. According to the Treasury counsel who prosecuted, the prisoners were among those who never paid any rent. When a distress was levied, there was nothing worth distraining upon, and when after considerable trouble they were got out of possession, it was only to perpetrate a similar fraud somewhere else. In the opinion of an experienced house agent, landlords are not sufficiently active in the assertion of their rights, and in all tenancy agreements there should be a clause giving a right of re-entry if the rent is in arrear, say, for fourteen days under a weekly tenancy, and eight weeks or a quarter in a quarterly one. When those conditions are fulfilled, the landlord may send his men requesting the occupiers to leave. If they will not, they may be turned out, no more force being used than may be necessary. We think that this advice is attended with some risk. The landlord, if he wishes to escape an indictment for forcible entry, must shew that he has taken possession of the premises in a peaceable and easy manner. But he will generally be obliged to obtain the assistance of persons unacquainted with the law and likely to lose their tempers over the disagreeable incidents of an eviction. The safer plan is to take legal proceedings for the recovery of the premises in the High Court, in the county court, or before the magistrates, as the case may be. These proceedings are unfortunately dilatory and expensive, and we are sorry to hear that agents sometimes, as a choice of evils, pay the tenant a sum of money as a bribe to induce him to go out of possession. The difficulty is enhanced by the fact that a large number of the poorer sort of Englishmen appear to have strong sympathy with a refractory tenant or squatter, as has recently been shewn in the case of the "land-grabbers" at Plaistow.

Should Bigamy Ever be Tolerated?

LONDON magistrates are often obliged to give their decisions in a rough and ready fashion with little regard to the technicalities of the law. But in a case where the defendant was charged with bigamy, one of the magistrates, a few days ago, seems to have gone further than is usual in acquiescing in a breach of the law. The defendant, according to his own confession, had been guilty of bigamy, having married the first wife in India while he was serving in the army. She refused to leave India in 1899, and he had not heard of her since. He afterwards went through the form of marriage with another woman. The magistrate is reported to have addressed the defendant as follows: "If you wait a few years longer and you hear nothing of your wife, you will be in a position to presume that she is dead, and then you can go through the ceremony with your second wife. Go back to your second wife and children and be patient." And, in answer to a question from the second wife as to whether she was really the defendant's wife, the magistrate replied "If his first wife

is alive you are not, but it seems to me that the best thing for you to do is to remain with him and your children." Now, it is quite true that, under the proviso to section 57 of the Offences Against the Person Act, 1861, the defendant could not be convicted of bigamy upon proof that the first wife had been continually absent from him for the space of seven years and had not been known by him to be living within that time, but if the first wife were at any time to return, or were shewn to have been alive at the time of the second marriage, this marriage would be void, and the children born of it illegitimate. The second wife was therefore justified in saying, in spite of the advice of the magistrate, that she had no wish to live with the defendant unless she were his wife. And we cannot but think that the defendant received much more consideration from the magistrate than he deserved. In Hume on "The Law of Scotland respecting Crimes," the learned author says with regard to bigamy: "This, in every point of view, is evidently a great wrong and a gross infringement of civil order—being with respect to the first marriage a treacherous desertion of the duties to which the offender stood solemnly contracted, and with respect to the second spouse, where she, as commonly happens, is ignorant of the impediment, being a foul and infamous act of deceit." There is nothing to shew that the bigamy admitted by the defendant was not open to this vigorous censure.

Quality of Compensation Water Discharged from Reservoir of Waterworks Company.

THE RECENT decision of the House of Lords in the case of *The Edinburgh and District Water Trustees v. William Somerville & Son (Limited)* is of interest to mill-owners and other riparian proprietors who are entitled to a fixed supply of water from the reservoirs of a waterworks company as a compensation for the right conferred on the company to stop, dam up, store, and use the waters of certain running streams. The statutory relations between the predecessors of the appellants and the plaintiffs, mill-owners, with regard to the supply of water, commenced in 1819. The arrangement made by the statute of that year was altered from time to time, and the enactment by which the relations of the parties at the commencement of the action was regulated was contained in section 85 of a Private Act of 1856. By this section the defendants, the company, were bound to allow to flow through the gauge on the Glencorse Burn, near the Crawley cistern, 220 cubic feet of water for ever thereafter, as a full compensation for the right conferred on the company to stop, dam up, store, and use the whole of the waters draining by the Glencorse Burn and its tributaries above the Crawley cistern. The only provision as to the quality of the water was contained in section 89 of the same statute, by which the appellants were prohibited from cleansing their filter beds by flushing or sending the impurities therein collected down the burn. The plaintiffs owned paper mills on the Glencorse Burn, and used its water for their manufacture. In December, 1902, the water became contaminated with silt and unfit for their manufacturing purposes, and so remained for four or five months, causing much damage to their trade. The cause of the foul condition of the water appeared to be that, owing to a drought of unusual duration, the level of the reservoir had become much lower, so that the stream entering it stirred up the silt deposited at the bottom. The plaintiffs contended, first, that there was a statutory duty on the part of the defenders to supply the 220 cubic feet of water in one or other of certain standards of purity; secondly, that they were at any rate bound to use reasonable skill and care so as not to damage the quality of the water supplied to the riparian proprietors, and that they had failed to use that reasonable skill and care. The Lord Ordinary, before whom the case was tried, thought that no negligence had been established, but the Court of Session found that the defendants were liable, one of the three judges agreeing with the Lord Ordinary. This difference of judicial opinion was continued in the House of Lords. The majority of their lordships, Lord LOREBURN, L.C., Lord MACNAGHTEN, and Lord DAVEY, held that there was no statutory duty to supply the water according to any standard of purity, and that the charge of negligence was not proved. Lord ROBERTSON and Lord JAMES OF HEREFORD were of the contrary opinion. The result of this protracted and expensive litigation will probably

induce riparian proprietors to endeavour in future to secure their rights by express enactment.

Fraudulent Alteration of Cheques.

WE HAVE read with much interest a decision last week of the Judicial Committee of the Privy Council, *The Colonial Bank of Australasia v. Marshall*, on appeal from the High Court of Australia, which may be shortly noticed now, but will be more fully considered hereafter. The respondents MARSHALL, DAY, and one MYERS were executors of ANN MYERS. They had an account in the appellant bank at Melbourne, and a letter had been written to the bank requesting it to pay cheques signed by the three executors, and sending specimens of their signatures. MYERS, who alone resided in Melbourne, drew five cheques for small amounts and sent them to DAY and MARSHALL for signature; upon their return duly signed, MYERS added his own signature. Each of the cheques was so written as to leave a space between the left margin and the statement of the amount of the cheque, both as given in words and as given in the cheque. MYERS then, by acts amounting to simple forgery, added words and figures to the left of those originally written in the cheques so as to turn them into cheques for larger amounts, and the cheques so altered were presented to and paid by the bank. The bank claimed to debit the additional amounts to the account of the executors, and at the trial of an action the jury found that the bank could not by the exercise of ordinary care and caution have avoided paying the cheques, and gave their verdict for the bank. This verdict was set aside by the High Court. The judgment of the High Court has now been affirmed by the Judicial Committee, who consider that the case is governed by *Schofield v. Earl of Lonsborough* (1896, A. C. 514), and that the fact that the negligence imputed in that case related to a bill of exchange, and not to a cheque, did not establish any estoppel in favour of the bank.

The High Court of Australia and Commercial Law.

THE case of *Colonial Bank of Australasia v. Marshall*, noticed above, is, we believe, only the second appeal from the High Court of Australia (constituted in 1903) which has been heard by the Privy Council. Special leave to appeal was granted by the Judicial Committee in March, 1905. Special leave to appeal has been asked for and refused in several cases: see, for instance, *Daily Telegraph v. McLaughlin* (1904, A. C. 776). So far no case seems to have occurred in which the High Court has itself given leave to appeal from its own decision. The most striking feature of the decisions of the new Federal Court is that they have, in the greater number of cases, reversed judgments of the State courts, and have thus not fulfilled one prediction which was made when the federation was brought into existence—viz., that a Federal Court of Appeal would merely re-echo the decisions of the State courts.

Deportation of Aliens.

THE Judicial Committee of the Privy Council have just been called upon to decide whether it is within the competency of the Federal Canadian Legislature to enact the following clause, relating to the deportation of aliens (the Alien Labour Act, 60 & 61 Vict. c. 11, s. 6): "The Attorney-General of Canada, in case he shall be satisfied that an immigrant has been allowed to land in Canada contrary to the prohibition of this Act, may cause such immigrant, within the period of one year after landing or entry, to be taken into custody and returned to the country whence he came." The Judicial Committee (*Attorney-General for the Dominion of Canada v. Cain and Gilhula*, *Times*, 31st July) had no difficulty in coming to the conclusion that the enactment is within the competency of the Dominion Legislature. It is well settled that the Crown or Imperial Government may remove aliens from British territory and deport them, notwithstanding that extra-territorial imprisonment on board ship may necessarily take place. The question, therefore, for decision in this case resolves itself into this: Has the Act 60 & 61 Vict. c. 11, assented to by the Crown, clothed the Dominion Government with the power the Crown itself heretofore undoubtedly possessed, to expel an alien from the Dominion or to deport him to the

country whence he entered the Dominion? If it has, then the fact that extra-territorial constraint must necessarily be exercised in effecting the expulsion cannot invalidate the warrant directing expulsion issued under the provisions of the statute which authorizes the expulsion. It had already been decided, in an Australian case, that a Colonial Government has power to exclude aliens: *Musgrove v. Chun Telong Toy* (1891, A. C. 272). Another Australian case, too, had settled the proper method of construing Colonial statutes so as to avoid the inference that the Legislature was giving itself too wide a jurisdiction: *Macleod v. Attorney-General for New South Wales* (1891, A. C., at p. 459). The objection which had prevailed in the court below, as to the necessity for extra-territorial constraint making the enactment *ultra vires* of the Dominion Legislature's powers, was held to be groundless. It is difficult to see how any other conclusion could have been reached, and a different decision would have struck a severe blow at the colonies' quasi-sovereign powers of legislation.

Injury to Land by Public Undertaking.

THE decision of the Divisional Court (DARLING and PHILLIMORE, JJ.) in *R. v. Mountford, Ex parte The London United Tramways* (1901) (*Limited*) (*Times*, 30th ult.) raises in a new form a question which has been the subject of frequent litigation, and upon which the law, as ultimately settled by a well-known series of decisions of the House of Lords, can hardly be regarded as satisfactory. By section 68 of the Lands Clauses Act, 1845, it is provided that "if any party shall be entitled to any compensation in respect of any lands or of any interest therein, which shall have been taken for or injuriously affected by the execution of the works," then the amount of the compensation shall be ascertained as provided in the section. The section thus assumes a right to compensation and points out how it is to be assessed, and it may be that the right to compensation has to be sought elsewhere. Thus section 63 directs that, in a case where land is taken, regard is to be had, not only to the value of the land taken, but also to the damage, if any, to be sustained by the severing of the land taken from the other lands of such owner, or otherwise injuriously affecting such other lands; and the earlier sections, sections 22 and 23, confer the right to compensation for injury to land by the execution of the works, although no land is actually taken: *Reg. v. St. Luke's* (L. R. 7 Q. B. 148). "As to the 68th section," said Lord CAIRNS in *Hammermith, &c., Railway Co. v. Brand* (L. R. 4 H. L. 171, at p. 217), "I agree that that section does not define the conditions under which the person whose land has been injuriously affected is entitled to compensation. It rather assumes that the right to compensation has been given in some other enactments, and it contents itself with pointing out the manner in which that compensation shall be obtained."

It has been held, however, that the right of compensation given for the injurious affection of lands is limited in the case of railways by sections 6 and 16 of the Railways Clauses Act, 1845, to damage caused by the execution of the works as distinguished from the subsequent user of the railway (*Hammermith, &c., Railway Co. v. Brand*), and this is a principle applicable apparently to all claims made under section 68 unless a more extensive right to compensation is given by the special Act. When the question was still under consideration the opposite view had the strong support of Lord CAIRNS and Lord WESTBURY. When, said Lord CAIRNS in his dissentient judgment in *Brand's case*, the Legislature used the terms "the execution of the works" and "the construction of the railway" it pointed to a living and active thing which, placed in the spot where Parliament authorized it, might possibly have an injurious effect upon some circumjacent land. "And then," he added, "pointing to that parliamentary power which is given to construct that railway or execute that work, Parliament says, 'If by the construction of this railway with these incidents, if by the execution of these works, there be a consequence in the shape of damage to those who are in the neighbourhood, that damage must be atoned for by compensation.'" And in *City of Glasgow Union*

Railway Co. v. Hunter (L. R. 2 H. L. Sc. 78) Lord WESTBURY intimated, as he had done previously, his dissent from the view adopted by the majority in *Brand's case*. But although that view was questioned, no steps were taken to reverse the result at which the House of Lords has arrived, and it is only recently that the special circumstances of new forms of undertaking, such as tube railways, have been considered to call for the special insertion of clauses giving the right to compensation for damage due to the user of the railway as opposed to its construction.

In *Duke of Buccleugh v. Metropolitan Board of Works* (L. R. 5 H. L. 418), however, the House of Lords admitted a refinement upon the above rule which had the effect of allowing to an owner, part of whose lands had been actually taken, a right of compensation in respect of his remaining lands which was denied to owners, who were subjected to exactly the same damage, but who had not been required to sell any land. The distinction does not seem to be justified by section 63 of the Lands Clauses Act, 1845, which in speaking of lands injuriously affected "by the exercise of the powers of this or the special Act" probably does not go beyond the phrase "injuriously affected by the execution of the works" used in section 68. In the *Duke of Buccleugh's case*, HANNEN, J., suggested that the owner, part of whose land was taken, was in a better position than an owner none of whose land was taken, because he was in a position, but for the interference of Parliament, to prevent the construction of the works. He was possessed, said the learned judge, "of something without which the proposed public purpose could not be accomplished; he could have prevented the carrying out of the undertaking had he not been deprived of his power by Act of Parliament, whereas the person whose lands are not taken had no such power, and could not have hindered the appropriation of lands not his own to any purpose not amounting to a nuisance." But this seems somewhat doubtful reasoning upon which to found a distinction between the apparently equal claims of adjacent proprietors in respect of lands not taken, but only damaged, and the real justification for the decision in the *Duke of Buccleugh's case* is that it mitigates to some extent the narrow view of the right to compensation adopted in *Brand's case*. It is to be noticed that Lords WESTBURY and CAIRNS in the *Duke of Buccleugh's case* repeated the doubts which they had previously expressed as to *Brand's case*, but they did not dissent from the decision then arrived at.

The same principles were recognized in the more recent case of *Couper Essex v. Acton Local Board* (14 App. Cas. 153), where Lord HALSBURY, C., referred to two propositions as having been conclusively established. One was that land taken under the powers of the Lands Clauses Act, and applied to any use authorized by the statute, could not by its mere use, as distinguished from the construction of the works upon it, give rise to a claim for compensation—that is, in favour of adjacent land; and the other "that where part of a proprietor's land is taken from him, and the future use of the part so taken may damage the remainder of the proprietor's land, then such damage may be an injurious affecting of the proprietor's other lands, though it would not be an injurious affecting of the land of neighbouring proprietors from whom nothing had been taken for the purpose of the intended works."

In the present case of *R. v. Mountford* (*supra*) it had to be determined whether the relaxation of the general rule introduced by the *Duke of Buccleugh's case* in favour of owners part of whose lands are taken applied under the following circumstances. By the London United Tramways Act, 1901, a tramway company were authorized to lay down a tramway in a certain street at Kingston, but it was provided that they should not open the tramway for traffic until they had widened the street. To widen the street it was necessary to have recourse to Parliament again, and the London United Tramways Act, 1902, conferred power for the compulsory acquisition for this purpose of part of the premises of the defendant, who was a dentist carrying on business at Kingston in the street in question. Notice to treat for part of the forecourt of his premises was served under the Act of 1902, and such land was taken and used for the purpose of widening the street. By such widening the company became entitled to use the tramway which they had constructed along the street, but no part of the defendant's land was directly used for the purpose of the

tramway. He claimed compensation for the land taken and also for depreciation in the value of the remainder of his premises in consequence of the use of the tramway. The jury awarded £360 in respect of the former item and £400 in respect of the latter. The company moved for a *certiorari* to quash the verdict upon the ground that the awarding of the £400 was an excess of jurisdiction.

Had the tramway been actually laid upon the land taken from the defendant, the authorities above quoted shew that there would have been no excess of jurisdiction. The defendant's remaining property would have been injuriously affected by the use which the tramway company was making of the land taken. But to support the verdict it was necessary to stretch this principle. The taking of part of the defendant's property was required for the widening of the street, and such widening was a *sine qua non* for the user of the centre of the street for the purpose of the tramway. This is not covered by the decided cases, which only give the owner compensation for injury to his lands retained, when the injury is due to the user of the lands taken. "As no part of the claimant's property," said Lord CHELMSFORD in *City of Glasgow Union Railway Co. v. Hunter* (*supra*), "has been injured by anything done on his land over which the railway runs, his right to compensation for damage appears to me to be precisely the same as if none of his land had been taken by the company"; that is, the user which causes the injury complained of must, if it is to give a right to compensation, be upon the land taken. But since the claim in the present case could not satisfy the test in this form, the claimant sought to go back to the consideration which, as stated above, has been suggested as the ground for the rule in the *Duke of Buccleugh's case*. Where a landowner could, but for the intervention of Parliament, have stopped the works by refusing to part with any of his land, there he is allowed an exceptional right of compensation in respect of land retained. In the present case the defendant, but for the Act of 1902, could have refused to sell land for the widening of the street, and so, it was urged, could have prevented the use of the tramway.

But DARLING, J., declined to accept this conclusion. The defendant had had nothing to do with the construction and working of the tramway; this was not upon any land of his, and, if he had refused to facilitate the widening of the street, it was possible that this might have been effected in some other way. The learned judge was too impressed by the inequality of the rule in the *Duke of Buccleugh's case* to apply it to such different circumstances. It gave, he said, to one owner of land an advantage over others who are equally inconvenienced by himself, and he preferred to adhere to the limits which have been laid down for the application of the rule. "Had the tramway," said the learned judge, "been laid upon his land at all, he would have been entitled to the advantage he claims over all his neighbours, and he would have gained it by something very like a fiction." And a similar view was taken by PHILLIMORE, J.: "The right to compensation in these cases of severance being so exceptional and, as many judges have said, anomalous, I think that we are right in confining it within somewhat narrow limits, and as the land in question is not taken by the tramway company to be used for the purpose of the undertaking, but is to be acquired and paid for by the tramway company in order that it may be thrown into the road, I think that the owner is not let in to claim compensation for injurious affection by reason of the working of the tramway on other parts of the road." It seems inevitable that an exceptional rule based upon such shadowy grounds as that in the *Duke of Buccleugh's case* should be strictly applied, and in these days when a tramcar is a quiet and harmless means of locomotion compared with other vehicles which have been suffered to invade the streets, the claim perhaps did not call for much sympathy; but the case illustrates the intricacies which beset the law of compensation as now settled.

A good story comes from the Oxford Circuit, says *Vanity Fair*. The judge at the assizes was complaining of a curious noise outside the court, and an unattached junior, who was on his feet and obscuring the principles of the criminal law, ventured the explanation that the noise might be caused by persons outside "filing affidavits."

Outstanding Legal Estates and Presumptions.

WHERE a mortgagee of freeholds has been paid off, but no reconveyance has been executed, the legal estate is, in effect, got in by the operation of the Statutes of Limitation in thirteen years from the date of the payment of the mortgage money: *Sands to Thompson* (1883, 22 Ch. D. 614). The reason for this is that the mortgagee, in such a case, is held to be tenant at will to the mortgagor, notwithstanding the proviso to section 7 of 3 & 4 Will. 4, c. 27, so that time runs against him from the end of one year next after the commencement of his tenancy at will, that is, from the payment of the mortgage money. Where, however, a legal estate is outstanding in an express trustee, the Statutes of Limitation are not of the same assistance. Suppose, for instance, that a testator devises freeholds to trustees upon trust, after trusts during the lifetime of A., to convey to B. in fee simple, and at the death of A. B. enters, but no conveyance is executed. The legal estate would not appear in such a case ever to be got in by the operation of any Statute of Limitation, but the question remains whether, after a certain lapse of time, a conveyance would not be presumed, and what that length of time would be.

The argument as to presumption was attempted in *Sands to Thompson* (*ubi supra*), and though that case was decided on the Statutes of Limitation only, yet undoubtedly in many cases a presumption has been made. In *England d. Syburn v. Slade* (1792, 4 T. R. 682), an action for ejectment, there was a devise to trustees of the legal estate, upon trust to convey to P. upon his attaining twenty-one. The lessor of the plaintiff claimed under a lease from P. dated one year after he had come of age. No conveyance from the trustees to P. was proved. Lord KENYON held (following Lord MANSFIELD in *Lade v. Holford*, Buller's Nisi Prius, 110a) that a conveyance might be presumed. Here, it will be observed, the presumption was made after one year. In *Hillary v. Waller* (1806, 12 Ves. 240) a reconveyance of a legal estate was presumed after a great lapse of time, though the possession was not adverse. In *Emery v. Grocock* (6 Madd. 54) a surrender of a term for securing portions was presumed after sixty years, and a general principle was laid down by Sir JOHN LEACH that a title depending upon a presumption will be forced upon a purchaser where it would be the duty of a judge to give a clear direction to the jury as to the fact. In *Lyford v. Coward* (1 Vern. 195) a surrender to the use of a will was presumed after forty years' possession under the will, and in *Wilson v. Allen* (1820, 1 Jac. & W. 611), a surrender of copyholds was presumed after long enjoyment, but the presumption would not be made of the enrolment of a bargain and sale: *Doe v. Waterton* (3 Barn. & Ald. 149).

It seems, therefore, that, though in a proper case the necessary presumption will be made, and a title depending upon the presumption will be forced upon a purchaser, yet no general period has ever been assigned by the courts after which a presumption of a conveyance will be made. Perhaps in these days the court would, by analogy to the Statutes of Limitation, make a presumption of a conveyance and force the title on a purchaser in the case which has been considered—namely, of a trustee having a duty to perform, after the lapse of twelve years, and it would save trouble and expense in some cases of outstanding legal estates if some such general rule could be relied upon.

The President of the Probate, &c., Division is stated by the *Daily Mail* to have remarked in the course of a case before him on the 25th ult., that the great majority of cases that came before the court were due to drink, and that if this drink habit, which is, unfortunately, so prevalent, could be eradicated from the nation this court might shut its doors, at any rate for the greater part of the time.

It is announced that Master Philpot, the Long Vacation Taxing Master, will, at the request of the parties, take any urgent Chancery case in which the payment or distribution of money in court under any order made on or after the 18th of July depends upon the taxation of costs, provided that the copy of the order, together with the bills and papers, be carried in on the 16th of August, or within seven days after the passing of the order; and he will also take any urgent King's Bench case if the bill, papers, and order be lodged within seven days of the completion of the order. The Vacation Taxing Office will be Master Philpot's chambers, Room No. 236, Royal Courts of Justice.

Reviews.

Money-lenders.

THE LEGAL PRINCIPLES AND PRACTICE OF BARGAINS WITH MONEY-LENDERS IN THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND, BRITISH INDIA, AND THE COLONIES: INCLUDING THE MONEY-LENDERS ACT, 1900 (ANNOTATED), REGULATIONS, RULES, ORDERS, AND FORMS, TOGETHER WITH DIGESTS OF ENGLISH, SCOTCH, IRISH, AND COLONIAL CASES, AND THE ORIGIN AND HISTORY OF USURY. By HUGH H. G. BELLOT, M.A., B.C.L., Barrister-at-Law. SECOND EDITION, ENLARGED. Stevens & Haynes.

The present work is founded upon the law relating to Unconscionable Bargains with Money-lenders, by the author and Mr. R. J. Willis, which was published in 1897, and purports to be a second edition of that work. But since the Money-lenders Act, 1900, has now had to be incorporated, the scope of the book has been greatly extended. Apart from the Act the general doctrines relating to usury form a subject of considerable importance, and one which has been the subject of frequent judicial consideration; and the number of cases which have already been decided on the recent statute makes it convenient to have the provisions of the statute reviewed and these recent cases collected. Mr. Bellot has dealt with money-lending, both under the Act and apart from it, in a very comprehensive manner, and his book will deserve to rank as an authority on the subject. After preliminary chapters on "The Origin and History of Usury," on "The Usury Laws in England," including their repeal by 17 & 18 Vict. c. 90 and (as *addenda*) the reports of the Committee of the Law Society and the Select Committee of the House of Commons in 1898, and on "The Principles of Usury," Mr. Bellot states the equitable doctrine giving relief in cases of unconscionable bargains. This involves an examination of numerous cases, the most important being *Earl of Aylesford v. Morris* (L. R. 8 Ch. 484), on bargains with expectant heirs, and *Neville v. Snelling* (15 Ch. D. 705), in which Denman, J., applied the equitable relief to unconscionable money-lending bargains generally. Then follows the text of the Money-lenders Act, 1900, with the sections carefully annotated. The gist of the statute lies in section 1, and this has naturally produced most of the decisions. In *Wilton & Co. v. Osborn* (1901, 2 K. B. 110) Ridley, J., adopting the natural reading of its words, restricted the statutory relief to cases where relief could have been afforded in equity; but this construction, which would have gone far to make the statute nugatory, was overruled by the Court of Appeal in *Re A Debtor* (1903, 1 K. B. 705), recently approved by the House of Lords in *Samuel v. Newbold* (*ante*, p. 654), and in a succession of cases since the court has had to determine when the rate of interest charged, or the other circumstances of the transaction, make the bargain harsh and unconscionable and entitle the borrower to relief. Mr. Bellot's statement of these cases will give very valuable assistance to the practitioner. The latter part of the book consists of a digest of the cases on money-lending, including those decided in the different Presidencies of India and in other parts of the Empire.

Books of the Week.

The English Reports. Volume LXV.: Vice-Chancellor's Court X., containing *Snale & Giffard*, vols. 1 to 3; *Giffard*, vol. 1. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

The Law of Trade-Mark Registration under the Trade-Marks Act, 1905. By LEWIS BOYD SEBASTIAN, B.C.L., M.A., Barrister-at-Law. Stevens & Sons (Limited).

An Introduction to Hindu and Mahomedan Law: for the Use of Students. By Sir WILLIAM MARKBY, K.C.I.E., D.C.L. Oxford: At the Clarendon Press.

It is announced that Mr. Justice Bigham has fixed the next sitting of the Railway and Canal Commission Court for Wednesday, the 25th of October.

In the House of Commons, on the 26th ult., in answer to Sir H. Vincent, Sir H. Campbell-Bannerman said that the Government were exceedingly desirous of passing the Public Trustee Bill, the importance of which the hon. member had not exaggerated. The Government intended to pass it this Session, but he did not think that any further step could be taken during this portion of the Session.

The solicitor to the late Edmonton School Board has, says the *Evening Standard*, just had his compensation fixed by the Treasury, two years after the loss of his office. The district council rejected his claim, but victory rests with the solicitor. The district council has to pay him 10s. 2½d. per half-year, and the Middlesex County Council 8s. 5½d. The solicitor is afraid the income-tax people will get to hear of this.

Correspondence.

Mr. Brickdale on Registration of Title.

[To the Editor of the Solicitors' Journal.]

Sir,—I notice that in your summary of Mr. Brickdale's evidence before the Select Committee of the House of Commons, he is reported to have stated that on a sale of land for £100, the costs are usually £3 to each side.

If Mr. Brickdale ever made such a statement, he certainly has no idea of solicitors' ordinary charges in small conveyancing matters. In nearly every case in such small purchases one solicitor acts for both sides.

After a long experience in the East Riding of Yorkshire, I can inform Mr. Brickdale that the costs in such cases, instead of being as he states £6, are on the average about £2 for both sides—at least, that is the average in East Yorkshire.

GEO. G. O. SUTCLIFFE.

Bridlington, Yorkshire, July 25.

The Prevention of Frauds.

[To the Editor of the Solicitors' Journal.]

Sir,—I feel prompted to write a few words to you on the manner in which frauds are sometimes perpetrated, and to suggest some steps which may be taken to prevent them.

One mode in which we find moneys misapplied is that persons employed in investing trust moneys represent to the trustees and beneficiaries that investments are made and do not really make them. They are helped in these malpractices by the circumstance that for many trust investments the signature of the purchaser is not required, and in some of them no certificate is issued and the stock receipt is the only evidence that the investment has been made. A rather complicated case of a fraud of this nature will be found in *Shepherd v. Harris* (1905, 2 Ch. 310). It is certainly desirable in such cases that the party managing the investment should send the stock receipt round to all the trustees, and possibly to the tenant for life, in order to shew them that the investment has actually been made. Possibly the Council of the Law Society might pass a resolution stating that in their opinion this course ought always to be adopted, and that the costs of it ought to be allowed; and it would then come to pass that the non-legal public would learn that they ought always to receive this tangible evidence of every investment, and they would awake to the fact that something was wrong if they failed to receive it. It would be still better if provision could be made that in every case of an investment in two or more names some official of the bank, or other body keeping the register of stockholders, should send a notice of the investment directly by post to each of the persons in whose names the investment was made. And it would not be amiss if that notice was clothed with some of the attributes of a certificate of shares, so that its production should be required on any future transfer of the stock.

Another mode in which frauds are perpetrated is that sometimes a person advises a loan on mortgage and is entrusted with the requisite money for making the loan, and represents it as being made, while he really takes the money himself. This case does not admit of the same remedy as the former case, so long as the law stands as it does at present. But it affords another ground for an alteration of the law, which has been suggested as the remedy for most defects in title—namely, that mortgage deeds and other deeds not carrying possession with them should be registered everywhere, while deeds which carry possession with them do not need registration at all; and registration, of course, should be notice to all the world. If this amendment of the law were adopted, it would be possible to fix the registrar with the duty of sending a direct communication to every person in whose favour a mortgage was registered; and, if a provision were added that it would be necessary to produce the notice on the occasion of any transfer or release of the mortgage, the possibility would be taken away of any party perpetrating a fraud by forging a release of the property from the mortgagee, as was done in *Jared v. Clements* (1903, 1 Ch. 428).

FRANKS.

There is now before the Paris Law Courts, says the *Globe*, an action arising out of an incident which for these days is nothing less than curious, though for labour and capital the issue has a serious interest. The director of the Metropole Circus has discharged his entire orchestra a week after signing with them a contract for the whole winter season of 1906. The orchestra—composed of twenty-eight members—and their chief accordingly sue the director for £1,240. It is here that the curious feature of the case comes in. The director pleads, in fact, that the contract is void because it was on his part signed under threat of a strike. Judgment is to be delivered in eight days on what is at least a novel plea for placing trade unions outside the law.

New Orders, &c.

High Court of Justice.

LONG VACATION, 1906.

Notice.

During the Vacation up to and including Saturday, the 15th of September, all applications "which may require to be immediately or promptly heard," are to be made to Mr. Justice Sutton.

COURT BUSINESS.—Mr. Justice Sutton will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, the 15th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices Swinfen Eady and Neville will be open for Vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Adjournments to the Judge will be heard by him in Room 704 (West Corridor) on Wednesdays at 10.30 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Sutton will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Tuesday, the 14th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted). Motions will be heard by the Registrar on Wednesdays, 15th and 29th of August, 12th and 29th of September, and 3rd and 17th of October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 22nd August, the 12th and 26th September, and the 3rd and 17th October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge or Registrar) and papers for making decrees absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge, are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the Judge is intended to be made:—

- 1.—Counsel's certificate of urgency, or note of special leave granted by the Judge.
- 2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

Cases of the Week.

House of Lords.

DE BEERS CONSOLIDATED MINES (LIM.) v. HOWE (SURVEYOR OF TAXES). 30th July.

INLAND REVENUE—INCOME TAX—PROFITS OR GAINS ARISING FROM TRADE—"PERSON RESIDING IN THE UNITED KINGDOM"—"TRADE EXERCISED WITHIN UNITED KINGDOM"—COMPANY OWNING MINES ABROAD—REGISTRATION ABROAD—HEAD OFFICE ABROAD—BUSINESS MAINLY CONDUCTED IN LONDON—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), s. 2, SCHEDULE D.

Appeal from an order of the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.J.J.) (54 W. R. 9; 1905, 2 K. B. 612) affirming the judgment of Phillimore, J., on a case stated by the Income Tax Commissioners. The question was whether the appellants ought to be assessed to income tax on the footing that it was a company resident in the United Kingdom, and this depended on the circumstances, as shortly narrated in the judgment.

THE HOUSE dismissed the appeal.

LORD LOREBURN, L.C.—Under the second section of the Income Tax Act, 1853, Schedule D, any person residing in the United Kingdom must pay on his annual profits and gains arising or accruing to him "from any kind of property whatever, whether situated in the United Kingdom or elsewhere," and also "from any profession, trade, employment, or vocation, whether the same shall be respectively carried on in the United Kingdom or elsewhere." It was easy to ascertain where an individual resided, but some artificial test had to be applied to a company, because in one sense a company could reside nowhere. Mr. Cohen had said the test was where the company was registered. I cannot accept that contention. A company could not eat or sleep, but it could keep house and do business. We had to see, therefore, where this company really kept house and did business. An individual might be of foreign nationality and yet reside in the United Kingdom. So might a company. Otherwise, it might have its chief seat of management and its centre of trading in England, under the protection of English law, and yet escape the appropriate taxation by the simple expedient of being registered abroad. The decision of Kelly, C.B., and Huddleston, B., in *The Calcutta Jute Mills and Nicholson and the Cesena Sulphur Co. v. Nicholson* (25 W. R. 71, 1 Ex. D. 428), given more than thirty years ago, involved the principle that a company resides for the purposes of income tax where its real business was carried on. That decision had been acted on ever since, and I regard that principle as the true rule, and the real business is carried on where the central management and control actually resides. [His lordship then considered the facts as stated by the commissioners and the conclusions arrived at, that the trade or business of the appellant company constituted one trade or business and was carried on at their London office, and that the head and seat and directing power of the affairs of the appellant company were at the office in London, and concluded:] These conclusions cannot be impugned, and it follows that this company was resident within the United Kingdom for the purposes of income tax and must be assessed on that footing.

The other noble and learned lords (Lords MACNAGHTEN, JAMES, ROBERTSON, and ATKINSON) concurring, the appeal was dismissed.—COUNSEL, *Cohen, K.C., Dankwerts, K.C., and Cassel; Sir John Walton, A.G., Sir R. B. Finlay, K.C., and W. Finlay.* SOLICITORS, *Hollams, Sons, Coward, & Hawksley; Solicitor for Inland Revenue.*

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

STRONG & CO. OF ROMSEY (LIM.) v. WOODFIELD. 30th July.

INLAND REVENUE—INCOME TAX—DEDUCTIONS—"DISBURSEMENTS EXCLUSIVELY LAID OUT FOR THE PURPOSES OF SUCH TRADE"—INCOME TAX ACTS, 1842 (5 & 6 VICT. c. 35) s. 106, CASES 1 AND 2; s. 1, AND 1853 (16 & 17 VICT. c. 34), SCHEDULE D.

This was an appeal from the decision of the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.J.J.) (53 W. R. 625; 1905, 2 K. B. 350), reversing Phillimore, J. The appellants were a brewery company who owned an inn and conducted it through a manager. A customer sleeping in the inn was injured by the falling of a chimney upon him, and the appellants had to pay £1,490 in costs and damages for the negligence of their servants, whose duty it was to see that the premises were in proper condition. The Court of Appeal held that the costs and damages so paid could not be deducted from the year's profits for the purposes of income tax assessment.

THE HOUSE (Lords LOREBURN, L.C., DAVEY, JAMES, ROBERTSON, and ATKINSON) affirmed this conclusion.

LORD LOREBURN, L.C., after stating the facts, and referring to the Income Tax Acts sections and rules, said the Income Tax Acts did not affirmatively state what losses might be deducted. "It did not follow that if a loss was in any sense connected with the trade it must always be allowed as a deduction. For example, losses sustained by a railway company in compensating passengers for accidents in travelling might be deducted, but if a man kept a grocer's shop, for keeping which a house was necessary, and one of the window shutters of that house fell upon and injured a man in the street, the loss thereby to the grocer ought not to be deducted, because it fell upon him as the owner of the house, and not by reason of his trade. In his lordship's opinion, the loss to the appellants in the present case was not one really incidental to their trade as innkeepers, but fell upon them in their character not of traders, but of householders. The appeal, therefore, failed.

The other noble and learned lords concurring, the appeal was dismissed. —COUNSEL, Danckwerts, K.C., Bremner, and P. G. Henriques; Sir J. Lawson Walton, A.G., Finlay, K.C., and W. Finlay. SOLICITORS, Metcalfe, Birkett, & Rowlett; Solicitor of Inland Revenue.

[Reported by C. H. GARTON, Esq., Barrister-at-Law.]

Court of Appeal.

Re EHRMANN BROTHERS (LIM.). No. 2. 27th July.

COMPANY — DEBENTURES — EXTENSION OF TIME — VOLUNTARY LIQUIDATION AFTER REGISTRATION — UNSECURED CREDITORS — FORM OF ORDER FOR EXTENSION OF TIME — COMPANIES ACT, 1900 (63 & 64 VICT. C. 43), ss. 14, 15.

This was an appeal from a decision of Joyce, J. (reported *ante*, p. 526). The case raised a question of some importance in company law, the point being whether, where an order has been made under section 15 of the Companies Act, 1900, extending the time for the registration of debentures under the Act, the rights of unsecured creditors are affected to any and what extent by the proviso or condition which it is the practice to insert in such orders, taken from what is now the common form, which had been settled by the Court of Appeal in *Re Johnson & Co.* (50 W. R. 485; 1902, 2 Ch. 101). The facts upon which the question turned were shortly as follows: The company was incorporated in 1900. In July, 1900, the directors resolved to raise a sum of £26,250 by the issue of debentures. In pursuance of this resolution certain debentures were issued prior to the 1st of January, 1901, upon which date the Companies Act, 1900, came into operation. Subsequently further debentures of the same series were issued, and through inadvertence were not registered as required by section 14 of the Act. On the 24th of July, 1903, an order was made by Swinfen Eady, J., under section 15, extending the time for registration until the 14th of August, 1903. But that order was expressed to be made "without prejudice to the rights other than the rights in respect of debentures of the series of the said debentures authorized by resolution of the company dated the 21st of July, 1900, which may have been or may be acquired against the holders of the said debentures set forth in the said schedule" (these being the debentures in respect of which the time for registration was extended by the order) "prior to the time when the last-mentioned debentures shall be actually registered." The debentures which required registration were accordingly registered on the 7th of August, 1903. In November, 1903, the company went into voluntary liquidation. The question now before the court arose upon a claim by certain unsecured creditors, whose debts had accrued prior to the registration, and who contended that by virtue of the proviso, as against them, the debentures registered out of time were bad, and that the holders of them could only rank for payment *pari passu* with the general body of creditors. Joyce, J., decided that the holders of the debentures issued since the 1st of January, 1901, must come in *pari passu* with the unsecured creditors. These debenture-holders appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—This is an appeal from so much of the decision of Joyce, J., as decides that the holders of the debentures issued since the 1st of January, 1901, are to come in *pari passu* with the unsecured creditors. It is contended that the unsecured creditors ought not to be put on a level with these debenture-holders, and I think that this contention is right. The necessity for registration within twenty-one days after issue was imposed by section 14 of the Companies Act, 1900, and by section 15 of the same Act power was given to extend the time, and it is expressly provided that this relief may be given upon such terms as seem just and expedient. In the present case the order of the 24th of July, 1903, which granted the extension of time, was made "without prejudice to the rights other than the right in respect of debentures of the series of the said debentures authorized by resolution of the company dated the 21st of July, 1900, which may have been or may be acquired against the holders of the said debentures set forth in the said schedule" (these being the debentures in respect of which the time for registration was extended by the order) "prior to the time when the last-mentioned debentures shall be actually registered." That order having been made, the debenture-holders who thus obtained the benefit of this order were, in fact, registered subsequently. It is not denied that these debentures registered within the extended time were good debentures, but it is said that this is so subject to the rights of the persons who were existing unsecured creditors at the time when the order was made. This argument is based on the proviso in the order, but, in my judgment, unsecured creditors who acquired no rights against the property which was subject to the debentures do not come within the words. I believe that the order is merely intended to protect rights which intervene between the end of the twenty-one days, the period within which the statute required registration, and the time for registration under the order for extension of time. According to my reading of the order, it only gives protection to those persons who had acquired rights of property and that does not include unsecured creditors who had no right against the property included in the debenture-holders' charge. The case is not devoid of authority. There was first the decision of Buckley, J., in *Re Joplin* (50 W. R. 75; 1902, 1 Ch. 79), which led to the adoption in these orders of a proviso analogous to that which had been adopted in orders extending the time for registration of bills of sale. Subsequently the matter came before the Court of Appeal in *Re Johnson & Co.* The question in that case was not what was the protection given to unsecured creditors, but what was the result of an order drawn up in accordance with the decision in *Re Joplin* (*supra*), upon the rights of debenture-holders *inter se*. In that case the court had not to decide the question of the rights of the

unsecured creditors at all, but it may be inferred from passages in the judgments of the Lords Justices that they would not have affirmed that unsecured creditors, who had no rights of property at all, no interest by way of charge or otherwise, in the funds charged in favour of the debenture-holders, would have been protected by an order in the form settled in that case. Cozens-Hardy, L.J., said: "The analogy of the Bills of Sale Act, which Buckley, J., took in *Re Joplin* *Bravery Co.*, seems to me to be very close and precise; but, speaking for myself, I doubt whether the words which he has inserted—which are a mere transcript of the common form under the Bills of Sale Act—would have any effect in protecting creditors who had not taken some proceedings to get a charge or a security upon the goods." That is the conclusion which I have come to in the present case. I think that the intention of the Legislature, as appears by the statute itself, was in cases in which it is just to grant an extension of time to place the debenture-holders who omitted to register within the twenty-one days in the same position as they would have been if they had registered within due time, but, of course, provision had to be made for the rights of those persons who had obtained rights at the time when the order for extension of time was made. I do not think that the Legislature intended to give an unsecured creditor, merely because he was an unsecured creditor at the date of the order for extension, the right to say that, so far as he was concerned, the debenture which was not registered in due time but was registered under the order for extension was not operative. In fact, this is not really contended, but it is said that this extension order estops the persons registering under it from saying that they have a charge under their security as against any person who was an unsecured creditor at the time when the order for extension was made. I do not think that that is the right view of the order. The appeal, therefore, must be allowed.

ROMER, L.J.—I am of the same opinion. The effect of section 14 of the Companies Act, 1900, is that if any mortgage or charge is not duly registered, it is good as an admission of debt, but as against the liquidator or any creditor of the company it cannot be said that a valid charge is effected. Then comes section 15 of the same Act, which gives power to the court in what I may call fit and proper cases to extend the time for registration, and of course if the time for registration is extended, debentures registered within such extended time would be constituted a valid charge *ab initio*, subject only to such conditions as may be imposed under section 15 by the court which grants the extension. Considering the circumstances in which the court has power to grant extension of time, the extension would naturally be granted on conditions protecting any rights acquired against the property charged in the interval before the debentures are actually registered, and in these cases a common form of order has been settled to effect this. In the present case the order is in the usual form. To my mind the effect of the proviso is to protect those who acquire rights against the property charged by the debentures. It cannot mean that after registration the registration is to be of no effect against all existing creditors of that date. In my opinion debentures registered under an extension order are to be treated as a valid charge only subject to rights which could have been enforced against the property charged if the extension of time had not been granted, but such rights cannot be rights which a court would not recognize or enforce in any proceeding. I would only add that in my opinion the decision of Buckley, J., in *Re Anglo-Oriental Carpet Manufacturing Co.* (51 W. R. 634; 1903, 1 Ch. 914) was quite right, because in that case the company had gone into liquidation prior to the registration, and, in consequence, a right had been acquired by the creditors of the company which the courts could recognize and enforce—namely, that all assets of the company should be distributed rateably among the existing creditors. I think the decision of Buckley, J., was right, but to my mind that decision does not cover the present case.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, Hughes, K.C., Gore-Browne, K.C., and E. Ford; Badcock, K.C., and Ashton Cross. SOLICITORS, Harris, Chetnam, & Cohen; Tunplin, Taylor, & Joseph.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

JUDE v. REID BROTHERS (LIM.). Kekewich, J. 25th, 26th, and 27th July.

COPYRIGHT—MUSIC—COMPOSER AND PUBLISHER—AGREEMENT—COPYRIGHT ACT, 1842 (5 & 6 VICT. C. 45), s. 2.

This was a motion, which was treated as the trial of the action, to expunge the entry of the respondents as registered proprietors of certain musical compositions. The applicant was a musical composer, and the respondents were music publishers. By an agreement dated the 27th of July, 1900, the applicant gave Mr. Newsam, the managing director of the respondent company, "the sole and exclusive right" of printing and publishing and issuing in volume form a series entitled "Music and the Higher Life," subject to three conditions: (1) That the costs of printing and issuing the volume should be borne by Mr. Newsam; (2) that Mr. Newsam should pay the applicant 6d. on each copy sold; (3) that Mr. Newsam should supply the applicant with such copies as he might require at 1s. 6d. a copy. By an agreement of the 8th of November, 1902, Mr. Newsam assigned his rights to the respondent company. On the 20th of February, 1905, the applicant mortgaged his interest to a Mr. Riley, giving Mr. Riley a power to sell. On the 21st of February, 1906, Mr. Riley assigned his rights to the respondent company. The respondents had registered themselves as proprietors of these compositions. For the applicant it was urged that the agreement of the 27th of July, 1900, did not amount to an assignment of the copyright. That the copy-

right must be assigned explicitly in writing by the author in order to pass it. That the author may assign the right of publishing and printing and yet retain the copyright. It was further urged that by the assignment of the 21st of February, 1906, Riley did not exercise his power of sale, but only assigned his rights as mortgagee: *Stevens v. Benning* (3 W. R. 131, 149, 6 De G. M. & G. 223), *Reade v. Bentley* (3 K. & J. 271), *Reade v. Bentley* (6 W. R. 240, 4 K. & J. 656), *Eaton v. Lake* (36 W. R. 277, 20 Q. B. D. 378). For the respondents it was contended that the words used in the agreement of the 27th of July, 1900, were so similar to the definition of copyright given in section 2 of the Act of 1842 that it must be presumed that they were intended to pass the copyright. The Act provides for an assignment by entry in the register; this had been done by the entry of the respondent's name. It was further contended that the assignment by Riley to the respondents was an exercise of his power of sale, and under it the respondents became owners of the copyright, subject to the applicant's right to redeem: *Leyland v. Stewart* (25 W. R. 225, 4 Ch. D. 419).

KEKEWICH, J., in giving judgment, said that the words in section 2 of the Act were not a definition but an interpretation of copyright. If it was intended to pass the copyright, why was it not done so clearly? According to the decision of Wood, V.C., affirmed by the Court of Appeal in *Stevens v. Benning*, the agreement of the 27th of July, 1900, was not an assignment of copyright. The words pointed to an author and publisher agreement. With regard to the assignment by Riley, that did not amount to an assignment of copyright; it was merely an assignment of his rights as mortgagee. The entry in the register did not amount to an assignment of copyright within the Act. The Act has no application to an original entry. The applicant was entitled to the relief he asked for.—COUNSEL, *Serutton, K.C.*, and *Elgood*; *P. O. Lawrence, K.C.*, and *H. Hardy*. SOLICITORS, *James White & Leonard*; *Gibbs, White, & Strong*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

MILNER'S SAFE CO. (LIM.) v. GREAT NORTHERN AND CITY RAILWAY CO. Kekewich, J. 1st, 2nd, 3rd, and 4th May; 28th June; 2nd, 3rd, and 17th July.

EASEMENT—PASSAGE—IMPLIED RIGHT OF WAY—EXCESSIVE USER—RIGHTS OF OWNERS OF EASEMENT INTER SE.

The plaintiffs in this action were owners of certain premises in Finsbury-pavement having a right of way through a passage at the back of their premises to West-street. The right of way had existed for over seventy years, and was one that is commonly incident to a passage at the rear of business or private dwelling-houses, and was mainly used by their vans for the purpose of loading and unloading their goods. The defendants acquired certain other premises having a similar right of way over the same passage, and their predecessors in title had used the passage in a similar way to the plaintiffs. In the year 1900 the defendants pulled down the premises they acquired and erected on their sites a railway station with an entrance for passengers into the passage. Since the opening of the station the passage has been used by hundreds of passengers daily passing to and from the station. The plaintiffs alleged that this user of the passage had obstructed and interfered with their use and enjoyment of the passage. The plaintiffs therefore brought this action to restrain the defendants from such user of the passage. For the plaintiffs it was contended that the defendant company were not entitled to invite their passengers to use the passage, which was a right of way wholly different from and more onerous than the right of way appurtenant to the houses acquired by the defendant company, and that they were not entitled to turn a private way into what was practically a public way. They could not alter the character of the premises and still use the way appurtenant to the old premises. There was no case where a right of way had been implied for all purposes. When the defendant company pulled down the premises and built a station, the old easement was extinguished. There was no case that said that a railway company can acquire an ordinary right of way and use it for passengers: *Pearson v. Spencer* (3 B. & S. 761), *Brown v. Alabaster* (36 W. R. 155, 37 Ch. D. 490), *Ree v. Siddons* (37 W. R. 228, 22 Q. B. D. 224). For the defendant company it was urged that there was no limit to the right of way. If they could invite one person to use the passage they could invite a thousand. Passengers used the passage as customers of the company, for the business of being carried. The company had a general right of way to the station: *Barnes v. Loach* (28 W. R. 32, 4 Q. B. D. 494), *Cannon v. Villars* (8 Ch. D. 415), *Bazendale v. North Lambeth Liberal and Radical Club* (46 SOLICITORS' JOURNAL 616; 1902, 2 Ch. 427), *Phillips v. Low* (1892, 1 Ch. 47, 40 W. R. Dig. 125).

KEKEWICH, J., in a considered judgment, said that when the easement was acquired originally a railway station was not, and could not have been, contemplated. When the defendants pulled down the old premises and erected a railway station they entirely changed the character of the premises, and their user of the passage was entirely different from and more onerous on the plaintiffs than their (the defendants) predecessors in title user of the passage. There would be an injunction restraining the defendants, their servants and agents, from passing and from licensing or inviting any person using their railway station as passengers to pass along the passage.—COUNSEL, *P. O. Lawrence, K.C.*, and *Ashton Cross*; *Stewart Smith, K.C.*, and *Stokes*. SOLICITORS, *W. A. S. Hellyar & Co.*; *Le Brasseur & Oakley*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

THE MAYOR, ALDERMEN, AND BURGESSSES OF THE BOROUGH OF WORTHING v. HEATHER. Warrington, J. 24th and 27th July.

LEASE AND LESSEE—OPTION TO PURCHASE—EXECUTORY INTEREST IN LAND—VALIDITY—PERPETUITY—BREACH OF COVENANT—DAMAGES.

This was an action for the specific performance of an agreement arising

out of a lease containing an option to purchase, and in the alternative damages. In 1878 Fanny Heather demised to the then local board of health for the district of Worthing about six acres of land to be used for a public park or pleasure-ground for the term of thirty years. The lease contained a covenant and declaration that if the board or their successors should at any time be desirous of purchasing the property in fee simple at the price of £1,325, and should give six months' notice of such desire, Fanny Heather, her heirs and assigns, would, on payment of the purchase-money, execute a proper conveyance of the property to the board or their successors. The plaintiff corporation, who were the successors of the local board of health, gave notice of their desire to exercise the option to purchase in accordance with the terms of the lease, but the defendants Heather, devisees under the will of Fanny Heather, refused to convey, alleging that the covenant was void, as it tended to create an interest in land which was void for remoteness. The plaintiff corporation thereupon commenced this action.

WARRINGTON, J., in giving judgment, after stating the facts, said that if the covenantee had been an individual, and the purpose for which the land was to have been conveyed had not been for a charitable purpose, then after the decision of the Court of Appeal in *London and South-Western Railway v. Gomm* (30 W. R. 620, 20 Ch. 562), and his own in *Woodall v. Clifton* (54 W. R. 7; 1905, 2 Ch. 257), it would be impossible for the court to hold that the covenant could be specifically enforced. It was said, however, on the part of the plaintiffs that the purpose for which the land was to have been conveyed was a charitable purpose, and notwithstanding the rule against perpetuities, the limitation was good. There was no distinction on that ground between this case and a contract with an individual. The second aspect of the action was an action at common law for damages for the breach of contract. Would the contract have been void at common law, or would the court have entertained an action for damages for the breach? It was a contract to convey land upon the happening of an event which might not occur during lives or a life in being and twenty-one years. In the act of making such a conveyance there was nothing illegal. If the covenantor chose to convey the land at any time it would have been a perfectly legal act. The act of conveyance, therefore, was not an illegal act. What alone was illegal was a limitation of land which was to take effect at a period of time too remote to be within the rule of perpetuities. In a court of common law the contract could not have the effect of a limitation. The defendants were therefore compelled to rely on the argument that the contract, although not void in a court of law as contrary to public policy by tying up property in perpetuity, was yet open to objection as tending to bring about the same result indirectly. The contract, in his opinion, did not tend to bring about that result. The covenantor was not compelled to carry it and was doing nothing unlawful if he did carry it out. His lordship said that he must therefore hold that the plaintiffs were entitled to recover damages against the estate of Fanny Heather; and directed an inquiry as to damages, and in default of the defendants admitting assets, administration of the estate of the deceased.—COUNSEL, *H. Terrell, K.C.*, and *R. J. Parker*; *Rouden, K.C.*, and *Staford Crossman*. SOLICITORS, *John Hands*, for *William Frederick Verrall*, Worthing; *Waller & Co.*, for *Bennett & Marsh*, Worthing.

[Reported by LEONARD T. FORD, Esq., Barrister-at-Law.]

CHARLTON v. CHARLTON. Warrington, J. 25th July.

JOINTURE—POWER TO JOINTURE—MARRIAGE SETTLEMENT—COVENANT TO JOINTURE—CHARGE ON REAL ESTATE—INTENT TO EXERCISE POWER—DRAFT DEED OF APPOINTMENT—DEATH OF APPOINTOR BEFORE EXECUTION—DEFECTIVE EXERCISE OF POWER.

This was an action claiming a declaration that by virtue of a covenant contained in a certain indenture of settlement the plaintiff was entitled as from the death of her husband during the remainder of her life to an annual sum of £400 for her jointure. In a marriage settlement dated the 14th of July, 1885, N. J. Charlton covenanted to charge by deed or will all the real and personal estate which might devolve upon him on the death of his father T. B. Charlton with a jointure of £400 a year payable after the death of the survivor of N. J. Charlton and T. B. Charlton to the plaintiff for the remainder of her life. At the date of this settlement T. B. Charlton was alive and had by will dated the 13th of November, 1882, given power to his son to charge the estates devised by his will with a jointure of £400 a year. T. B. Charlton died in 1886 without revoking this will, and his son becoming the donee of the power to charge these estates, by will dated the 5th of November, 1887, charged the estate with a yearly sum of £400 for the benefit of his wife during widowhood only. In 1892, after negotiations for a deed carrying out the covenant in the settlement, a draft deed charging specific lands was duly settled and approved, but N. J. Charlton died suddenly before execution. The plaintiff claimed that the covenant in the settlement was a sufficient exercise of the power given by the will of T. B. Charlton, and coupled with the draft deed operated so as to charge and bind the specific lands.

WARRINGTON, J., after stating the facts, continued: This is purely a question of law. The plaintiff contends that where there is a covenant to execute a power of jointuring, although that power may not be in existence at the date of the covenant, is in equity an effectual exercise of the power. In support of this several cases have been cited. I refer to the case of *Affleck v. Affleck* (5 W. R. 425, 3 Sm. & G. 394), because there Stuart, V.C., in his judgment puts the principle on which the court acts upon grounds which apply in the present case. [His lordship then stated the facts in *Affleck v. Affleck* and read part of the judgment of Stuart, V.C., and continued:] There is no doubt that if a person not being entitled to any estate covenants that if he shall come into land he will convey the estates for valuable consideration, the covenant will be enforced when he

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The death is announced of Mr. Womesh Chunder Bonnerjee, of the Calcutta and Privy Council bars. He was, says the *Times*, the son of a Calcutta attorney, and was emerging from his teens in 1884 when he successfully competed for a scholarship offered by a Parsee merchant of Bombay for the study of the law in England. Together with Sir Pherozeshah Mehta, who was indebted to the same generous aid, he was one of the first natives of India to be called to the bar. Returning to his native town, he was enrolled at the Bengal High Court, where his talents as an eloquent and industrious advocate soon brought him into prominence. On three occasions, extending together over two or three years, he acted as standing counsel to the local Government. He severed his lucrative connection with the Calcutta bar some five years ago, and has since practised extensively before the Judicial Committee of the Privy Council in Indian appeals.

Conditions of Sale Offering Free Conveyances.

THE Council of the Law Society have recently considered whether the opinion expressed by them on the 2nd of December, 1870 (No. 3 in the volume of Practice and Usage), on the subject of conditions of sale offering free conveyances, and other published opinions to the same effect, should be revoked or altered.

The opinion in question is as follows: "In reply to an inquiry the Council stated that, although as a general rule they deprecated any condition of sale which abridged the right of a purchaser to employ his own solicitor, and considered wholly inadmissible any condition which obliged the purchaser to employ the vendor's solicitor, yet that there were exceptional cases in which in the interest of the vendor a condition might properly be introduced offering to the purchaser the option of having a conveyance prepared by the vendor's solicitor at a stated sum, or by preference without any charge beyond expenses. These exceptional cases should be limited to sales where the lots are very numerous and chiefly of small value."

This opinion was confirmed in the published opinions Nos. 8 and 9, and has from time to time been followed by the Committee. On further consideration, however, the Council have decided to express the following opinion in substitution for the opinions previously published, viz.:

"While the Council deprecates any condition of sale which abridges the right of a purchaser to employ his own solicitor, and consider wholly inadmissible any condition which obliges the purchaser to employ the vendor's solicitor, they see no objection to a condition offering the purchaser a free conveyance, or a conveyance free of expense except stamp duty, on his agreeing to accept the vendor's title without investigation, provided the purchaser is given a reasonable time after the signing of the contract within which to accept or refuse the offer."

Law Students' Journal.

The Law Society.

THE NEW EDUCATIONAL SYSTEM (continued from p. 654).

(g) In the case of correspondence students, nearly all of whom live at a distance from London, it is not possible to adopt the same system. But correspondence students are furnished with weekly papers in each subject, which direct their attention to the more important features of it; and they write answers to these papers, which are carefully read by the tutors, who return them with full comment, pointing out errors, and suggesting further study where necessary. Like the oral students, correspondence students are furnished with full syllabuses of each subject, and also with printed instructions containing advice on the methods of study, and suggestions for making the best use of the system. They are also entitled to sit for the Terminal examinations.

7. That the system is appreciated by articulated clerks seems to be apparent from the entries and attendances, the figures of which have been carefully recorded. Since the commencement of the system in September, 1903, 489 different students have joined the classes, being an average of 163 new students a year. Of these 489 students, 381 (or an average of 127 a year) attended the oral lectures and classes; the remaining 108 took their teaching by correspondence only. By far the greater majority of the students joined for the full courses of six months or twelve months respectively; but a certain number of men took one or two courses only. This last was especially the case with country students who came up to town for a short period at the end of their articles. The fluctuations of the entries, term by term, are shown on the chart printed below; and from these it will be seen that, while there is a tendency for the figures to drop in the second term of each year, the general tendency to rise has been clear during the last half of the period. A similar conclusion is reached by the following summary table of all students attending in each of the three sessions:

Date.	Oral Students.		Correspondence Students.		LL.B. and Advanced Students (exclusively).	Total.
	Final.	Intermediate.	Final.	Intermediate.		
1903-4	126	46	20	15	5	212
1904-5	119	34	25	29	7	214
1905-6	102	73	25	30	5	235

The average of the attendances is high and steady, fluctuating only between 77 and 92 per cent. In should be remembered in this connection that both entries and attendances are purely voluntary on the part of the students.

8. Another criterion of the success of the system is to be found in the proportion of students attending the oral lectures and classes to the total number of London articles of clerkship registered in the society's office. The latter amounted, during the period under review, to 518, or an average of nearly 173 a year. If these figures be compared with the entries of oral students for the lectures and classes, it will be found that rather more than 73.4 per cent. of London articulated clerks availed themselves of the society's system. The proportion of country articulated clerks, for whom correspond-

ence tuition is alone available, was very much smaller, and will probably tend to decrease with the spread of educational facilities in the provinces. But the appreciative letters received from many of the correspondence students seem to show that real good may be effected through this method; and, so long as many country articulated clerks remain outside the radius of oral teaching, it will be difficult, if not impossible, to abandon it altogether.

9. The quality of the students joining the lectures and classes has been very satisfactory. At first there was a slight tendency for the failures to make their appearance, in the belief that, in some mysterious way, a substitute could be found for intelligent and steady work. But these soon discovered their mistake, and dropped off; and, especially during the last year, it has become manifest that the best class of London articulated clerks are gravitating towards the society's lecture rooms. This is especially the case with the intermediate students, whose numbers have shown a marked increase during that period. This latter fact is gratifying, as the committee is anxious to break down the bad tradition that an articulated clerk's reading may safely be left till a few months before his examination. The behaviour of the students has been exemplary throughout; and the most cordial relations have existed between them and the members of the teaching staff.

10. Inasmuch as part of the duty laid upon the committee (see par. 6 (g)) was the preparation of articulated clerks for the society's examinations, it may be advisable to refer to the results of the committee's efforts in that direction. The committee has no means of ascertaining how many of the society's students entered for the examinations, as no information on that point is communicated by the Examination Committee. But the following table shews the numbers of the society's students who have passed since the commencement of the year 1904, at which date the first students under the new teaching system entered for examination.

TABLE OF RESULTS IN THE SOCIETY'S EXAMINATIONS.

Session.	Final.	Intermediate.	Total.	Honours.		
				1st Class.	2nd Class.	3rd Class.
1903-4 (three-quarters)	29	23	52	0	1	1
1904-5	69	40	109	1	12	9
1905-6	83	50	133	2	6	8

11. In addition to the normal provision for the average articulated clerk, the committee has, with the sanction of the Council, endeavoured to assist those solicitors and articulated clerks who desire to pursue their legal studies beyond the ordinary limits. A class of candidates for the London LL.B. degree has been maintained since the commencement of the year 1904; and has been regularly attended by an average of about six students, who have shown great regularity and industry in their work. In all twenty-six students* have been assisted in their studies in this manner.

12. But the most important feature of the advanced work of the society has been the establishment of a system of scholarships, or, more properly, studentships, tenable upon condition of pursuing a course of legal study in an institution approved of by the Council for the purpose. The first award of these scholarships was held in November of last year; and resulted in the election of eight scholars out of sixty-two candidates. The object of these scholarships is to induce the holders to pursue a systematic course of training in legal study concurrently with the performance of their office duties; and though, owing to lack of local educational facilities, one of the gentlemen elected last November found himself unable to qualify for holding the scholarship, the remaining seven have satisfactorily fulfilled the conditions of tenure. It should be widely known that the course of legal study required by the holders of scholarships can be pursued, not only in London, but in any centre where satisfactory educational facilities exist. This fact ought to do much to encourage the efforts of local centres to provide legal education. An examination for the award of scholarships in the present year has been held; but the award has not yet been announced.

13. Partly to provide for the teaching of the new scholars, but also for the benefit of other solicitors and articulated clerks who may be desirous of pursuing more advanced legal studies, a new system of special classes was established by the society at the beginning of the present year. These classes are of a tutorial and informal character; their membership is strictly limited, so as to permit of individual attention being given to each student; and no one is permitted to join unless he appears to be qualified, by previous training, to make good use of the facilities offered. The principle adopted is that, under the guidance of the tutor, each member of the class investigates the subject for himself, and brings the written result of his investigation to the class, where it is read and discussed by the tutor and the other members of the class. This new system is at present only in the experimental stage; but sufficient interest is taken in it to induce the committee to believe that it may prove useful. It should be specially noticed that attendance at these classes has not been confined to the holders of scholarships, but has brought together senior men who would not otherwise have joined the society's classes. Since the introduction of this new feature, classes have been held in the following subjects:

1st Term, 1906.—Distribution of Assets.
Law of Evidence.

* The majority of these students also took other subjects, and are therefore reckoned as "Final" or "Intermediate" on p. 9.

2nd Term, 1906.—Future Interests in Land and Personality.
Company Law.
Vendors and Purchasers of Real Estate.

14. The fees charged to students joining the lectures and classes of the society are tabulated on p. 20; and from the table there given it will be seen that the articulated clerk is able to obtain a complete course of oral teaching for the Final examination for the moderate sum of £5 12s. 6d., or, if his principal is a member of the society, for £4 10s. The fees for the half-year's oral course for the Intermediate are £3 15s. and £3 respectively. The fees for correspondence tuition and the special classes are slightly higher, as more labour is involved by these methods.

15. In concluding the account of the London teaching, allusion may be made to a step taken by the Council in November, 1904, which has been very popular with the society's students. This was the establishment of a students' common room, in which students could meet for social purposes during the teaching session. Newspapers and stationery are provided; and light refreshments are obtainable at moderate prices. This opportunity for the foundation of friendships among articulated clerks is calculated not merely to induce a greater interest in their studies, but to foster harmonious relations in the future, both in private life and the conduct of professional business.

16. *B. Legal Education in Provincial Centres.*—It was felt that the prospect of the addition to the society's educational resources of part of the income of the New Inn fund suggested a suitable occasion for revision of the plan by which grants had formerly been made to local law societies for the furtherance of legal education; and, accordingly, in the spring of 1905, the Council determined to summon a conference of provincial representatives to discuss the whole subject of legal education with the Legal Education Committee. The conference was held at the society's hall on the 3rd of May, 1905, under the chairmanship of the Vice-President, and was attended by representatives of Birmingham, Bristol, Liverpool, Manchester, Wales, and Yorkshire, as well as by the members of the committee. A long and valuable discussion took place as to the methods best calculated to provide efficient legal education; and, after hearing the views of the meeting, the committee drew up and submitted to the Council a report, which was finally adopted by the Council on the 7th of July, 1905, and is now the authoritative expression of the Council's views on the subject of the organization and subsidizing of legal education in provincial centres.

17. Briefly put, the Council recognizes the existence of two types of local centre—the one a populous and highly organised district, the other a district of small country towns, with few educational facilities. In the former, the Council encourages the formation of boards of legal studies, in which the local law society or societies shall exercise a controlling influence, but which shall also contain representatives of other bodies, such as the Law Society itself, the local University or University College, and the law students of the district. These boards may either (as at Liverpool) directly undertake the work of education, or (as in Yorkshire) make satisfactory arrangements for education to be carried on by approved institutions. But, in either case, the board itself is responsible to the Council for the satisfactory administration of the grant. Where it is not possible to form such a board, the Council may continue to make grants to the local law society; but it is felt that the more comprehensive scheme is likely to arouse greater interest, and produce more efficient administration.

18. In the case of the thinly populated districts, the recommendations of the conference were not so unanimous or clear; and the problem can hardly yet be considered as solved. The suggestion adopted by the Council indicated the appointment of local tutors, resident or practising in places most conveniently accessible to articulated clerks throughout their respective districts, and working in connection with the Law Society's teaching staff. But though inquiries have been made from one or two districts—e.g. Hampshire and Brighton, no definite appointment has yet been made; and it is clear that the initiative must come from the local society, which is alone familiar with the requirements of the district, and the prospects of being able to secure suitable tutors. An alternative suggestion, put forward by the representatives of University College, Aberystwith, to the effect that articulated clerks in country towns might possibly attend short residential courses of study in local universities, has, it is believed, been tried on a small scale in Wales. The Council expresses no opinion as to how far this practice is consistent with the statutory duty of service under articles.

19. On the other hand, the conference has resulted in a great increase of activity in the thickly-populated districts. Owing to the fact that the increase in the grants has only taken effect this year, the work hitherto accomplished has necessarily been, to a large extent, of a preliminary or foundation character; but enough has been accomplished to raise hopes for the future. Thus, in Liverpool, steps are being taken to incorporate the Board of Studies, a second professorship of law has been founded and endowed, and a large increase has been made in the teaching staff, and in the facilities provided. In Manchester three new lectureships have been founded by the Manchester University, acting in consultation with representatives of the Manchester Law Association; and the law courses of the university will in future include all the subjects required for the Law Society's examinations. In Yorkshire, a second lecturer has been appointed, and the legal teaching of the University of Leeds extended, in close connection with the Yorkshire Board of Legal Studies; while the Sheffield Law Society, acting in conjunction with the new Sheffield University, is about to appoint two new lecturers whose educational work will be the first call upon their time, and to increase the amount of teaching offered, by at least 50 per cent. In Birmingham, the Law Society is adding to its staff of lecturers, and providing facilities for advanced teaching. In Bristol a board of legal studies has been formed; and developments of teaching are under con-

sideration. In Swansea greatly increased facilities for articulated clerks have recently been provided by arrangement with University College, Aberystwith. From Newcastle-on-Tyne and Nottingham intimations have been received to the effect that plans are being matured for similar developments.

20. An important reform in the administration of the fund for provincial grants was also adopted by the report of the 7th of July, 1905. It is now provided that all applications for grants must be made before the end of September in each year, and must be accompanied by reports on the working and expenditure of the centre applying, the number of solicitors and articulated clerks in the district served by the centre, and the local efforts made for the support of legal education. These facts are all considered systematically by the Council and the Legal Education Committee; and the subject of grants to provincial centres is treated as a whole, due regard being had to the claims of all applicants. This systematic treatment of applications for grants, combined with the principle of representation of the Law Society on the various local authorities administering educational funds, will, it is hoped, secure the judicious and impartial expenditure of the moneys available for provincial grants. Under this new scheme the Council, after careful consideration, distributed a sum of £1,850 in respect of educational grants for the year 1906. It may also be mentioned that the Council has recently sanctioned a reduction of twenty per cent. in the fees charged to those students attending the society's lectures and classes, who have previously attended, for at least a year, the lectures and classes of a provincial centre.

Legal News.

Appointments.

MR. WALTER J. GRUBBE, barrister-at-law, has been appointed Stipendiary Magistrate of the Borough of East Ham.

MR. ARTHUR HUTTON, barrister-at-law, has been appointed a Metropolitan Police Magistrate in the place of Mr. Rupert Kettle, resigned.

MR. A. M. WILSHIRE, LL.B. (Lond.), barrister-at-law, has been appointed Senior Lecturer, and Mr. W. C. CAMM, of Dudley, solicitor, has been appointed Junior Lecturer in connection with the Birmingham Law Society's new scheme of legal education.

Changes in Partnerships.

Dissolutions.

CHARLES CECIL BECKE, THOMAS GREEN, and JOHN FAULKNER STOPS, solicitors (Becke, Green, & Stops), Northampton. As far as regards the said Charles Cecil Becke, who retires from the firm; the said Thomas Green and John Faulkner Stops will continue the said practice under the present style or firm of Becke, Green, & Stops. July 25. [*Gazette*, July 31.]

General.

When, in little more than a week, the Long Vacation begins, the pile of arrears in the Royal Courts of Justice will, says a writer in the *Globe*, be unusually large. So unsuccessful have been the efforts of the judges of the Court of Appeal to get abreast of their work that twelve appeals are still in the list which were entered for hearing over a year ago. How slow has been the progress with the business of the King's Bench Division is shown by the Attorney-General's answer in the House of Commons to a question put by Sir Edward Carson. The Attorney-General had to admit that only twenty actions were disposed of in the King's Bench courts between the 26th of June and the 26th of July. The exact record of the business of the division for the month, so far as the trial of actions is concerned, was: special jury actions, fourteen; common jury actions, six; non-jury actions, nil. It is not surprising that the bar has occasion to complain that "the fighting spirit in clients" is declining.

The following are the arrangements for transacting business in the Probate and Divorce Registries during the Long Vacation—viz., the Registrars of the Probate and Divorce Registries of his Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Saturday, the 11th of August, until Wednesday, the 24th of October, except under special circumstances to be stated in a written application addressed to them. One of the registrars will sit at the Principal Probate Registry, Somerset House, to hear summonses every day except Saturday during the Vacation, at 11.30. On Wednesdays, the 15th and the 29th of August, the 12th and the 26th of September, and the 3rd and the 17th of October, one of the registrars will sit at the Principal Probate Registry to hear motions at 12.30. Decrees nisi in divorce causes will be made absolute on Wednesdays, the 22nd of August, the 12th and the 26th of September, and the 3rd and the 17th of October. All papers for motions and for making decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday. The offices of the Probate and Divorce Registries will be opened at 11 and closed at 3, except on Saturday, when they will be opened at 10 and closed at 2. On and after the 13th of August and until the 22nd of September inclusive the Department for Literary Inquiry will be entirely closed.

This will probably, says the *Law Quarterly Review*, be known as the Photographic Age as other ages have been known as the Palaeolithic or the Neolithic. The photographer is abroad, trading on human vanity and the morbid love of notoriety. When a person's photograph has a market

value it is usually the photographer who solicits the sitting, and when he does, and the "celebrity" grants it, the copy belongs—speaking generally—to the photographer; the popular actress tripping upstairs and dropping into a chair does not make the photograph one taken "for or on behalf of" her "for a good or valuable consideration" within the meaning of section 1 of the Fine Art Copyright Act of 1882 (*Ellis v. Horace Marshall & Son*, 64 L. J. Q. B. 757). But a little more trouble taken may, as *Stackemann v. Paton* (1906, 1 Ch. 774) shews, turn the scale and constitute a "good" consideration—"good" and "valuable" in the section being, it seems, not synonymous—and give the copyright to the sitter. A travelling photographer calls at a school and offers to take photographs of the school "entirely at his own risk," meaning thereby that the schoolmaster need not take any copies unless he likes. The schoolmaster, wishing to have photographs of the school, permits the photographer to go all over the premises, collects the boys for groups, indicates the points of view he wants taken, and generally renders every assistance he can, and when the photographs are finished he takes £15 worth. Afterwards the schoolmaster sends some of the photographs for reproduction in the well-known work *Paton's List of Schools*. The photographer registers the photograph and sues *Paton* for infringement of his copyright. Was it his, or was the photograph taken "for or on behalf of the schoolmaster for a good or valuable consideration"? Farwell, J. (now L.J.), has held that in such a case the schoolmaster permitting the photographer to go all over the house, and otherwise assisting and superintending the process, does constitute a "good consideration." Schoolmasters—and *a fortiori* schoolmistresses—might very well object to a photographer having the right to sell photographs of their school premises and domestic arrangements without their consent. At the same time they are not likely to withhold their consent to the photographer making a profit by the sale of photographs redounding to their credit. We have only to regret that the object of the Act was not attained by the use of language consistent with the ordinary usage of lawyers. Except in one case, we believe, of a covenant to stand seised, the general law knows nothing of any difference between "good" and "valuable" consideration.

Tenders for 700 ordinary shares of the East Surrey Water Co. were opened on Friday, the 27th of July, and amounted to 5,380 shares, varying from £16 10s. per share to £17 10s. The average price per share obtained for the issue is £16 14s. 1d. No allotment was made under £16 10s.

To EXECUTORS.—VALUATIONS FOR PROBATE.—MESSRS. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF BENCHES IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KIRKBY.	Mr. Justice FARWELL.
Monday, Aug. 6	Mr. King	Mr. Grewell	Mr. Farmer	Mr. Carrington
Tuesday 7	Farmer	Church	King	Beal
Wednesday 8	W. Leach	Grewell	Farmer	Carrington
Thursday 9	Theod	Church	King	Beal
Friday 10	Church	Grewell	Farmer	Carrington
Saturday 11	Grewell	Church	King	Beal
Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.
Monday, Aug. 6	Mr. Theod	Mr. Godfrey	Mr. Jackson	Mr. R. Leach
Tuesday 7	W. Leach	E. Leach	Pemberton	Godfrey
Wednesday 8	Theod	Godfrey	Jackson	Pemberton
Thursday 9	W. Leach	E. Leach	Pemberton	Jackson
Friday 10	Theod	Godfrey	Jackson	Beal
Saturday 11	W. Leach	E. Leach	Pemberton	Carrington

The Long Vacation will commence on Monday, the 13th day of August, and terminate on Tuesday, the 2nd day of October, 1906, both days inclusive.

Winding-up Notices.

London Gazette.—FRIDAY, July 27.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-FRENCH AFRICAN SYNDICATE, LIMITED—Peta for winding up, presented July 25, directed to be heard Aug 7. Keith & Humphries, Chancery Ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 6

Bankruptcy Notices.

London Gazette.—FRIDAY, July 27.

RECEIVING ORDERS.

ARMITAGE, JOHN HENRY, Horbury, Yorks, Painter Wake-
field Pet July 25 Ord July 25
ATKINSON, JAMES THOMAS, Maidstone, Boot Retailer Maid-
stone Pet July 25 Ord July 25
AXFORD, WILLIAM, Cambridge, Downals, Glass Oil Vendor
Merthyr Tydfil Pet July 25 Ord July 25

BELL, ROBERT, Earswick, Yorks, Market Gardener York
Pet July 24 Ord July 24
BERRY, DAN, Walkden, Lancs, Painter Salford Pet July
7 Ord July 24
BLUNTHAL, LAZARUS, Queen Victoria st, Electrical Mer-
chant High Court Pet July 6 Ord July 24
BRAUN, ALEXANDER, Hoxton st, Hoxton, Cabinet Maker
High Court Pet July 6 Ord July 24
BROOKS, JOHN WILLIAM, Kedos, Plasterer Salford Pet
July 25 Ord July 25
BUSH, WILLIAM EDWARDS, Colne, Wilts, Cabinet Maker
Swindon Pet July 25 Ord July 25

CHAMBERS, FREDERICK GEORGE, Ferry Stratford, Bucks
Haidersworth Northampton Pet July 25 Ord July 25
CHARLESWORTH, WILLIAM JAMES, and HARRY JOHN
London, Engravers Stoke upon Trent Pet July 25
Ord July 25
CHURCHILL, JOHN RICHARD, and RICHARD WITHELL, Cap-
man, Portsmouth, Fruit Merchants Portsmouth Pet
July 25 Ord July 25
CLARKE, WILLIAM, Openshaw, Manchester, Grocer Ma-
chester Pet July 24 Ord July 24
COPP, R. H. H., Charterhouse sq, Broker High Court Pet
July 2 Ord July 24

ATTWOOD & PENNELL, LIMITED (IN LIQUIDATION)—Creditors are required, on or before
Sept 14, to send their names and addresses, and the particulars of their debts or claims,
to H. Crowdon Howard, 70a, Basinghall st
BAILLY & LETHBRIDGE, LIMITED—Peta for winding up, presented July 25, directed to be
heard Aug 7. Rolitt & Co., Mining In, for Rolitt & Sons, Kingston upon Hull, solors
for petner. Notice of appearing must reach the above-named not later than 6 o'clock in
the afternoon of Aug 6

ELECTRICAL CORPORATION, LIMITED—Peta for winding up, presented July 25, directed to
be heard Aug 7. Hare & Co., 139, Temple chmbrs, Temple av, solors for petners. Notice
of appearing must reach the above-named not later than 6 o'clock in the afternoon of
Aug 6

ELECTRO-MEDICAL SUPPLY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or
before Sept 14, to send their names and addresses, and the particulars of their debts or
claims, to H. Crowdon Howard, 70a, Basinghall st

FRANK HOLDEN, LIMITED—Creditors are required, on or before Aug 27, to send their
names and addresses, and the particulars of their debts and claims, to John Tonge, 21,
Booth st, Manchester. Roberts, Manchester, solor for liquidator

HOOD & MOORE'S STORES, LIMITED—Creditors are required, on or before Aug 20, to send
their names and addresses, and the particulars of their debts or claims, to Harrington
Wyman, 26, Coleman st. Bramall & White, Leadenhall st, solors for liquidator. This
notice refers to the company registered in 1890, and does not in any way affect the New
Hood & Moore, Limited, registered in 1905

IRISH BAKERY AND UMBER CO, LIMITED—Peta for winding up, presented July 21, directed
to be heard Aug 7. Deane, Danes inn house, Strand, solors for petners. Notice
of appearing must reach the above-named not later than 6 o'clock in the afternoon of
Aug 6

LAND OPTIONS AND ESTATES, LIMITED—Peta for winding up, presented July 25, directed
to be heard Aug 7. Mawby, King William st, London Bridge, solor for petners. Notice
of appearing must reach the above-named not later than 6 o'clock in the afternoon of
Aug 6

LONDON AND SOUTHERN COUNTIES INVESTMENT ADVANCE AND DISCOUNT CO, LIMITED—
Peta for winding up, presented July 25, directed to be heard Aug 7. Chapman, Man-
gate Station chmbrs, solor for petner. Notice of appearing must reach the above-named
not later than 6 o'clock in the afternoon of Aug 6

MENBY TRANSPORT CO, LIMITED—Creditors are required, on or before Aug 31, to send
their names and addresses, and the particulars of their debts or claims, to Lancet
Square, 3, Union st, Castle st, Liverpool. Style & Co, Liverpool, solors for liquidator
ROUT & CO, LIMITED—Peta for winding up, presented July 25, directed to be heard Aug 7.
Baker & Co, Gresham st, solors for petners. Notice of appearing must reach the above-
named not later than 6 o'clock in the afternoon of Aug 6

SANTA ELENA NITRATE CO, LIMITED—Creditors are required, on or before Sept 15, to send
in their names and addresses, and the particulars of their debts or claims, to William
Nason Redman, 20, Lime st. Biggs & Co, Lincoln's inn fields, solors for liquidator
T G Lewis & Co, LIMITED—Creditors are required, on or before Aug 11, to send in their
names and addresses, with particulars of their debts or claims, to Sydney Pritchard
Davies, 32, Fisher st, Swansea

VALE OF EDEN DAIRY CO, LIMITED—Creditors are required, on or before Sept 11, to send
their names and addresses, and the particulars of their debts or claims, to Robert John-
stone, Auction Mart, Penrith. Bleasmyre & Shepherd, Penrith, solors for liquidator

London Gazette.—TUESDAY, July 31. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

BURWICK & CO, LIMITED—Creditors are required, on or before Aug 31, to send their
names and addresses, and the particulars of their debts or claims, to William Ralph
Kirkman, 5, St Andrew's st, Cambridge. Miller, Cambridge, solor for liquidator

GOLD COAST PIONEER SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on
or before Sept 12, to send their names and addresses, and the particulars of their debts or
claims, to Grosvenor George Walker, 19, St Swithin's ln

JOHN SMITH, Plymouth, LIMITED—Peta for winding up, presented July 24, directed to be
heard at the Western Law Courts, Guildhall, Plymouth, Oct 24, at 10.30. Woolcombe &
Sons, Plymouth, solors for Co. Notice of appearing must reach the above-named not
later than 6 o'clock in the afternoon of Oct 23

LIVERPOOL AND WIGAN SUPPLY ASSOCIATION, LIMITED—Peta for winding up, presented
July 25, directed to be heard at the Court House, Government bldgs, Victoria st, Liver-
pool, Aug 10, at 10. Wall, Bootle, solor for petner. Notice of appearing must reach the
above-named not later than 6 o'clock in the afternoon of Aug 9

TALBOT STEAMSHIP CO, LIMITED—Creditors are required, on or before Sept 15, to send
their names and addresses, and the particulars of their debts or claims, to William
Henry Hudson, Smyth, Asia Minor. Pritchard & Sons, Gracechurch st, solors for
liquidator

TRAVERDEN GAS AND WATER CO, LIMITED—Creditors are required, on or before Aug 25, to
send their names and addresses, with particulars of their debts or claims, to Hardy
Bannister and Samuel Allison, Traverden Forest, Lancaster

WANDLEWORTH BOWLING CLUB AND BUILDING CO, LIMITED—Creditors are required, on or
before Sept 1, to send their names and addresses, and the particulars of their debts or
claims, to Charles Edward Lewis, 3, King st, Rochdale. Ripley Mills & Blakesley,
Rochdale, solors for liquidator

UNLIMITED IN CHANCERY.

SOUTH WHEAL CROFTY.—Creditors are required, on or before Sept 1, to send their names
and addresses, and the particulars of their debts or claims, to Charles Howard Paul,
Account House, South Crofty Mine, Pool, Carn Breu, R.S.O., Cornwall. Daniel &
Thomas, Camborne, solors for liquidator

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, AND SHARES.

MESSRS. H. E. FOSTER & CHAMFIELD held their usual Fortnightly Sale (No. 816) of the
above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the
following Lots were sold at the prices named, the total amount realized being £28,860—

ABSOLUTE REVERSIONS:			
TO £2,010	...	Sold	200
TO 2988 17s. 9d.; also to £2,833 6s. 8d.	2,988	17s. 9d.
TO £2,761 10s. 8d.	2,761	10s. 8d.
POLICIES OF ASSURANCE:			
FOR £2,000	...	1,200	0
FOR £200	...	175	0
AN ANNUITY OF £15 with POLICY for £150	...	15	0

COOPER, WILLIAM JOHN, Barbourne, Worcester, Shoemaker
Worcester Pet July 25 Ord July 25
COENFORTH, WILLIAM, Mecklenburgh sq, Outside Stock-
broker High Court Pet March 23 Ord July 24
DARTVILL, W MONTAGU, Frithville gins, Shepherd's Bush
High Court Pet June 23 Ord July 24
DARTVILL, EPHRAIM, Coventry, Tailor's Presser Coventry
Pet July 25 Ord July 25
DARTVILL, JOHN WILLIE, and JOHN EDWARD HARRISON,
Haywood, Lancs, Builders Bolton Pet July 22 Ord
July 25
DICKINSON, JOHN HENRY, Burnley, Jeweller Burnley Pet
July 25 Ord July 25
ELIAS, SAMUEL, JOHN HASTINGS, Cobridge, Staffs, Photo-
grapher Hasley Ord July 25
EVERITT, THOMAS, Cumberland ter, Lloyd sq, Pentonville,
House Furnisher High Court Pet July 24 Ord July 24
FURNES, JOHN, jun, Burnley, Estate Agent Burnley Pet
July 23 Ord July 23
GILLERIE, JAMES, Sunderland, Draper Sunderland Pet
July 12 Ord July 23
GOODFELLOW, ALFRED, and HERBERT ALFRED GOODFELLOW,
Frome, Coachbuilders Frome Pet July 24 Ord July 24
GRAY, ISAAC, Hazlebury Bryan, Dorset, Horse Dealer
Dorchester Pet July 25 Ord July 25
HARDWICK, EDWARD, Holly Bush, Parkgate, Yorks, Draper
Sheffield Pet July 24 Ord July 24
HARTLE, FREDERICK GEORGE, Tufnell Park rd, Holloway,
Commercial Traveller High Court Pet July 23 Ord
July 23
HAWKINS, JOHN, Southsea, Hants, Job Master Portsmouth
Pet July 25 Ord July 25
HAZELL, GEORGE JAMES, Thorpe St Andrew, Norfolk, Yacht
Builder Norwich Pet July 24 Ord July 24
HOBBS, HENRY, Whitton Park, Hounslow, Fruit Salesman
Brentford Pet July 5 Ord July 23
HOLDS, WILLIAM, Hertford, Baker Hertford Pet July 24
Ord July 24
HUGHES, WILLIAM, Pontypridd, Glam, Collier Pontypridd
Pet July 24 Ord July 23
JONES, DAVID JOHN, Aberystwyth, Aberystwyth Pet July
23 Ord July 23
LEVY, ALFRED, High st, Hornsey, Builder High Court
Pet July 2 Ord July 25
MATTHEW, CHARLES, Bolton, Fent Dealer Bolton Pet July 25
Ord July 25
MEPHAM, JOSEPH JOSEPH, and HAROLD JAMES WATSON
DUX, Hove, Sussex, Motor Agents Brighton Pet
July 24 Ord July 24
MOIR, ALEXANDER MITCHELL, Bush In House, Cannon st
High Court Pet May 29 Ord July 25
MORIS, ANN, Salford, Lancs, Milliner Salford Pet July
25 Ord July 25
OATES, ALBERT EDWARD, Tyne Dock, South Shields,
Durham, Builder Newcastle on Tyne Pet July 23
Ord July 23
PERCIVAL, JOHN THOMAS, Chester, Draper Chester Pet
July 10 Ord July 23
POLLARD, WALTER, and JOHN WILLIAM BROWN, Bradford,
Grocers Bradford Pet July 24 Ord July 24
PORTIN, CHARLES HENRY, Walton, Liverpool, Traveller
Liverpool Pet July 24 Ord July 24
ROSS, MORRIS, Gt Grimaby, Furniture Dealer Gt Grimaby
Pet July 23 Ord July 23
SEAR, THOMAS, Bristol, Baker Bristol Pet July 25 Ord
July 25
SIDWAY, WILLIAM, Quarry Bank, Staffs, Draper Stour-
bridge Pet July 10 Ord July 24
STEWART, JOHN, and SUSANNA GRAHAM, Carlisle, News-
agents Carlisle Pet July 23 Ord July 23
STOKES, JOHN, Market Harborough, Leicestershire, Grocer
Leicester Pet July 23 Ord July 23
WAKEFIELD, ALLEN OSBORNE, Goldthorpe, nr Rotherham,
Yorks, Boot Dealer Sheffield Pet July 23 Ord July 23
WILLIAMS, EVAN, Clydach Vale, Glam, Colliery Stoker
Pontypridd Pet July 23 Ord July 23
WOTTON, SAMUEL, jun, Soundwell, Glos, Butcher Bristol
Pet July 24 Ord July 24

FIRST MEETINGS.

ANTHURST, SYDNEY CLECH, Northampton, Optician Aug 10
at 10.30 Off Rec, Bridge st, Northampton
ATKINSON, JAMES THOMAS, Maidstone, Beer Retailer Aug 8
at 11 Off Rec, 4, Maidstone
BELL, ROBERT, Eastwick, York, Market Gardener Aug 7
at 2.30 Off Rec, The Red House, Duncombe pl, York
BIRD, ARTHUR FAWKES, Leicester, Butcher Aug 13 at 12.30
Off Rec, 1, Berridge st, Leicester
BUCKNELL, LAZARUS, Queen Victoria st, Electrical
Merchant Aug 13 at 11 Bankruptcy bldgs, Carey st
BOUDLAINE, JOHN, Chiswick Aug 8 at 12 14, Bedford
row
BRAD, ALEXANDER, Hoxton, Cabinet Maker Aug 10 at 1
Bankruptcy bldgs, Carey st
BROWN, THOMAS, and GEORGE BROWN, Pembroke Dock,
Builders Aug 4 at 12.30 Off Rec, 4, Queen st, Car-
marthen
BURBELL, JOSEPH, St Helena, Lancs, Tailor Aug 8 at 12.30
Off Rec, 35, Victoria st, Liverpool
BURROWS, THOMAS, Manchester, Glass Merchant Aug 4 at
11 Off Rec, 3, Manchester
BYRON, JAMES, Llandudno, Chesham, Chandler Aug 8 at 12
Off Rec, 35, Victoria st, Liverpool
CHURCHILL, JOHN RICHARD, and RICHARD WITHEL CARMAN,
Portsmouth, Fruit Merchants Aug 9 at 3 Off Rec,
Cambridge junc, High st, Portsmouth
CLARK, WALTER JOHN HENRY, Norwich, Horse Dealer
Aug 4 at 12.30 Off Rec, 8, King st, Norwich
CODD, R H R, Chatterhouse sq, Broker Aug 11 at 12
Bankruptcy bldgs, Carey st
COOPER, WILLIAM JOHN, Barbourne, Worcester, Shoemaker
Aug 8 at 11 45, Copenhagen st, Worcester
COENFORTH, WILLIAM, Queen Victoria st, Outside Stock-
broker Aug 13 at 12 Bankruptcy bldgs, Carey st
DARTVILL, W MONTAGU, Shepherd's Bush Aug 9 at 11
Bankruptcy bldgs, Carey st
DAWSON, JOHN WILLIE, and JOHN EDWARD HARRISON,
Haywood, Lancs, Builders Aug 4 at 10 Off Rec, 10,
Exchange st, Bolton

EVERITT, THOMAS, Pentonville rd, House Furnisher Aug 7
at 1 Bankruptcy bldgs, Carey st
HART, THOMAS WILLIAM, Abington, Berks Aug 4 at 12
1, St Aldates, Oxford
HAWKINS, JOHN, Southsea, Job Master Aug 9 at 4 Off Rec,
Cambridge junc, High st, Portsmouth
JACKLETT, ELLIS, Aldershot, Photographer Aug 8 at 12.30
182, York rd, Westminster Bridge
KENWORTHY, WALTER, Salford, Lancs, Confectioner Aug
4 at 11.30 Off Rec, Byrom st, Manchester
KNIGHT, GEORGE, Gt Addington, Northampton, Licensed
Victualler Aug 10 at 11 Off Rec, Bridge st, North-
ampton
LIVINGSTONE, ANDREW, Sunderland, Innkeeper Aug 8 at 3
Off Rec, Manor pl, Sunderland
MATTHEW, CHARLES, Bolton, Tent Dealer Aug 8 at 3 Off
Rec, 19, Exchange st, Bolton
MILES, GEORGE HENRY, Prestbury, nr Cheltenham, Inn-
keeper Aug 4 at 3.15 County Court bldgs, Cheltenham
MORRIS, GEORGE ROBERT, Middlebrough Aug 10 at 12.30
Off Rec, 8, Albert rd, Middlebrough
NOOS, WALTER, Leicester, Jeweller Aug 13 at 3 Off Rec,
1, Berridge st, Leicester
OATES, ALBERT EDWARD, Tyne Dock, South Shields, Builder
Aug 4 at 11.15 Off Rec, 30, Mooley st, Newcastle on
Tyne
POLLARD, WALTER, and JOHN WILLIAM BROWN, Bradford,
Grocers Aug 8 at 3 Off Rec, 29, Tyne st, Bradford
SIMPSON, AARON JAMES, Preston, Lancs, Sawyer Aug 8 at
10.30 Off Rec, 14, Chapel st, Preston
STANBRIDGE, JOHN WILLIAM, Dover, Fruiterer Aug 4 at
9.45 Off Rec, 68A, Castle st, Canterbury
STOKES, JOHN, Market Harborough, Leicestershire, Grocer Aug
14 at 12.30 Off Rec, 1, Berridge st, Leicester
THOMPSON, JOHN, Leadgate, Durham, Farmer Aug 4 at 11
Off Rec, 30, Mooley st, Newcastle on Tyne
WEBSTER, JAMES, Grandley, Ripon, Yorks, Grocer Aug 20
at 11.30 Court House, Northallerton
WILLIAMS, EVAN, Clydach Vale, Glam, Colliery Stoker
Aug 7 at 3 135, High st, Merthyr Tydfil
WOODCOCK, ALFRED ROBERT, Dover, Pork Butcher Aug 4
at 9.30 Off Rec, 68A, Castle st, Canterbury

ADJUDICATIONS.

ARMITAGE, JOHN HENRY, Horbury, York, Painter Wake-
field Pet July 25 Ord July 25
ATKINSON, JAMES THOMAS, Maidstone, Beer Retailer
Maidstone Pet July 23 Ord July 23
ATTENBURY, FREDERICK WILLIAM, Clarendon rd, Kensing-
ton, Builder High Court Pet June 13 Ord July 23
AXHORN, WILLIAM, Caernarvon, Downais, Glam, Oil Vendor
Merthyr Tydfil Pet July 23 Ord July 23
BELL, ROBERT, Eastwick, Yorks, Market Gardener York
Pet July 24 Ord July 24
BOUNDS, EDWIN, West Norwood, Cigar Importer High
Court Pet July 17 Ord July 23
BROOKS, JOHN WILLIAM, Patricoff, Lancs, Plasterer
Salford Pet July 23 Ord July 23
BUSH, WILLIAM EDWARDS, Colne, Wilts, Cabinet Maker
Swindon Pet July 25 Ord July 25
CHAMBERS, FREDERICK GEORGE, Fenny Stratford, Bucks,
Hairdresser Northampton Pet July 23 Ord July 23
CLARK, WILLIAM, Manchester, Grocer Manchester Pet
July 24 Ord July 24
COAD, HERBERT JOHN LOWTHER, and GEORGE MUTTON,
Finchley, Builders Barnet Pet July 18 Ord July 21
DAVIES, EPHRAIM, Coventry, Tailor's Presser Coventry
Pet July 25 Ord July 25
DAWSON, JOHN WILLIE, and JOHN EDWARD HARRISON,
Haywood, Lancs, Builders Bolton Pet July 23 Ord
July 24
DICKINSON, JOHN HENRY, Burnley, Jeweller Burnley Pet
July 25 Ord July 25
FARMHAWE, HENRY, Whit-friars st, Printer High Court
Pet Dec 15 Ord July 21
FRANKS, MICHAEL, and HENRY BRODIE, Newington Butts,
Wholesale Tobacconist High Court Pet May 14 Ord
July 23
FURNES, JOHN, jun, Burnley, Estate Agent Burnley Pet
July 23 Ord July 23
GOODFELLOW, ALFRED, and HERBERT ALFRED GOODFELLOW,
Frome, Somerset, Coachbuilders Frome Pet July 24
Ord July 24
GRAY, ISAAC, Hazlebury Bryan, Dorset, Horse Dealer
Dorchester Pet July 25 Ord July 25
HARDWICK, EDWARD, Parkgate, Yorks, Draper Sheffield
Pet July 24 Ord July 24
HARTLE, GEORGE, Tufnell Park rd, Holloway, Commercial
Traveller High Court Pet July 23 Ord July 23
HAZELL, GEORGE JAMES, Thorpe St Andrew, Norfolk, Yacht
Builder Norwich Pet July 24 Ord July 24
HOLDS, WILLIAM, Hertford, Baker Hertford Pet July 24
Ord July 24
HOLLINGWORTH, JOHN, Wall, Salop, Licensed Victualler
Shrewsbury Pet June 25 Ord July 24
HUGHES, WILLIAM, Pontypridd, Glam, Collier Pontypridd
Pet July 24 Ord July 24
KENWORTHY, WALTER, Ashton under Lyne, Wholesale
Confectioner Salford Pet July 11 Ord July 24
MATTHEW, CHARLES, Bolton, Fent Dealer Bolton Pet July
25 Ord July 25
MEPHAM, JOSEPH JOSEPH, and HAROLD JAMES WATSON
DUX, Hove, Sussex, Cycle Agents Brighton Pet
July 24 Ord July 24
MORIS, ANN, Salford, Lancs, Milliner Salford Pet July
25 Ord July 25
TARRY, THOMAS HENRY, Gun st, Spitalfields, Greengrocer
High Court Pet July 3 Ord July 23
PERCIVAL, JOHN THOMAS, Chester, Draper Chester Pet
July 10 Ord July 23
POOOCK, GEORGE HENRY, Heathurst rd, Hampstead,
Fruiterer High Court Pet June 27 Ord July 23
POLLARD, WALTER, and JOHN WILLIAM BROWN, Bradford,
Grocers Bradford Pet July 24 Ord July 24
PORTIN, CHARLES HENRY, Manchester, Traveller Liverpool
Pet July 24 Ord July 23
RAYCLIFF, GEORGE, Barnet, Herts, Farmer Barnet Pet
July 4 Ord July 23
ROB, EDITH ANNIE, Lincoln Bedford Pet June 1 Ord
July 24

ROBINSON, WILLIAM JOHN, Twickenham, Engineer Brent-
ford Pet June 25 Ord July 23
RYAN, HENRY, Chislehurst, Kent, Licensed Victualler
Croydon Pet July 2 Ord July 25
SEAR, THOMAS, Bristol, Baker Bristol Pet July 25 Ord
July 25
SLATER, JOSEPH, Nelson, Lancs, Twister Burnley Pet
July 3 Ord July 23
STANBRIDGE, JOHN WILLIAM, Dover, Fruiterer Canterbury
Pet July 29 Ord July 23
STEWART, JOHN, and SUSANNA GRAHAM, Carlisle, News-
agents Carlisle Pet July 23 Ord July 23
THACKER, HERBERT STANLEY, South Norwood, Surrey,
Stationery Croydon Pet July 3 Ord July 25
WAKEFIELD, ALLEN OSBORNE, Goldthorpe, nr Rotherham,
Boot Dealer Sheffield Pet July 23 Ord July 23
WILLIAMS, EVAN, Clydach Vale, Glam, Colliery Stoker
Pontypridd Pet July 23 Ord July 23
WOTTON, SAMUEL, jun, Soundwell, Glos, Butcher Bristol
Pet July 24 Ord July 24

London Gazette.—TUESDAY, July 31.

RECEIVING ORDERS.

ALLEN, GEORGE EDWARD, Mountain Ash, Glam, Cab Pro-
prietor Aberdare Pet July 26 Ord July 26
BARTON, GEORGE, Ashford, Kent, Builder Canterbury
Pet July 27 Ord July 27
BECK, WILLIAM, Worle, Somerset, Motor Repairer Bridg-
water Pet July 26 Ord July 26
BENNETT, HENRY, Liverpool, General Contractor Liverpool
Pet July 29 Ord July 23
BOWEN, WALTER BENNETT, Kingston upon Hull, Greengrocer
Kingston upon Hull Pet July 26 Ord July 26
BRISLEY, GEORGE, Dover, Builder Canterbury Pet July 26
Ord July 26
CHADWELL, CHARLES, Blackburn, Civil Engineer Blackburn
Pet July 13 Ord July 25
DAVIES, JEREMY EDWARD, Giffach Barpoed, Glam, Grocer
Merthyr Tydfil Pet July 23 Ord July 25
DAVIES, JOHN EDWARD, Falmouth, Baker Truro Pet July
23 Ord July 25
DUKE, ROGER PHILIP, Verwood, Dorset High Court Pet
July 11 (Poole County Court), July 25 Ord July 25
ESBRIE, ALBERT FRANCIS, Gloucester, Hotel Keeper
Gloucester Pet July 25 Ord July 25
FOOTE, WILLIAM HOLSTONS WHITEWAY, Totnes, Devon,
Chomist Plymouth Pet July 25 Ord July 25
GALE, CHARLES, Oldham, Lancs, Carter Oldham Pet
July 23 Ord July 26
GROOM, GEORGE, Upper Norwood, Teacher of Shorthand
Writing Croydon Pet July 23 Ord July 25
HAINES, SYDNEY, Queen's Club gdns, West Kensington
High Court Pet July 4 Ord July 27
HARRIS, ALFRED GEORGE, Cinderford, Gls, Innkeeper
Gloucester Pet July 4 Ord July 28
JOHNSON, HENRY, Digbeth, Birmingham, Butcher Birming-
ham Pet July 13 Ord July 26
LANGTON, SIDNEY REEVE, Hove, Sussex, Brewer Brighton
Pet July 26 Ord July 26
LEE, GEORGE EDWARD, Newcastle on Tyne, Filter
Newcastle on Tyne Pet July 26 Ord July 26
LINCOLN, ROBERT EDWARD, Birkenhead, Yorks, Grocer
Leeds Pet July 27 Ord July 27
LINTOTT, ARTHUR FREDERICK, Dane Edin, Woking, Surrey,
Calf Salesman High Court Pet July 27 Ord July 27
MAKOVER, W & G, Leman st, Whitechapel, Woollen Mer-
chants Lower Court Pet July 17 Ord July 23
MAY, PERCY, Lower Richmond rd, Putney, Confectioner
Wannworth Pet July 20 Ord July 25
MITCHELL, GEORGE HUGH, and THOMAS MITCHELL,
Carlisle, Painters Carlisle Pet July 27 Ord July 27
PERRY, WILLIAM, Ramegate, Fish Salesman Canterbury
Pet July 13 Ord July 25
PETER, ANTHONY, Fen End, Norfolk, Carpenter King's
Lynn Pet July 26 Ord July 26
REES, EVAN MORRIS, Troedyrhiw, Glam, Butcher Merthyr
Tydfil Pet July 27 Ord July 27
RODWELL, FRED, Kedgeley, Yorks, Music Seller Bradford
Pet July 27 Ord July 27
RUSSELL, FANNIE, Llandudno, Carnarvon, Licensed
Victualler Bangor Pet July 27 Ord July 27
SAWTER, HANNAH, Wakefield, Cab Proprietress Wakefield
Pet July 27 Ord July 27
SHAW, WILLIAM STARNER, Hardington, Northampton,
Organ Tuner Northampton Pet July 27 Ord July 27
SPINKS, HARRISON, Marham, Norfolk, Grocer King's
Lynn Pet July 30 Ord July 26
SUTCLIFF, CHARLES, Surbiton Hill Plumber Kingston, Surrey
Pet July 25 Ord July 25
SUTTON, JOHN, and DAVID SUTTON, Middlebrough,
Fruiterers Middlebrough Pet July 26 Ord July 26
WALTON, ADOLPHUS EDGAR, Drapers' gdns High Court
Pet March 30 Ord July 26
WARREN, WILLIAM THOMAS, Ipswich, Motor Engineer
Ipswich Pet July 27 Ord July 27
WINGGARTER, PAUL, Ilford, Cloth Merchant High Court
High Court Pet July 27 Ord July 27
WILSON, THOMAS HENRY, Cornhill st, Bristol, Clerk High
Court Pet July 27 Ord July 27
WILSON, ERNEST GEORGE, Lowestoft, Hotel Proprietor
High Court Pet June 25 Ord July 26
WILKINSON, WILLIAM BRUCE, and HENRY WILKINSON,
Bradford, Joiners Bradford Pet July 27 Ord July 27
WILSON, ALFRED, Minister in Sheppey, Kent, Builder
Rochester Pet July 27 Ord July 27
WILSON, GEORGE, Levenshulme, Lancs, Coal Merchant
Manchester Pet July 27 Ord July 27

Amended notice substituted for that published in the
London Gazette of July 24:

HALL, PERCY CHARLES, Old Hill, Staffs, Builder Dudley
Pet July 21 Ord July 21

FIRST MEETINGS.

ARMITAGE, JOHN HENRY, Horbury, Yorks, Painter Aug 10
at 11 Off Rec, 6, Bond ter, Wakefield
AXHORN, WILLIAM, Caernarvon, Downais, Glam, Oil Vendor
Aug 8 at 3 135, High st, Merthyr Tydfil
BENNETT, DAN, Walkden, Lancs, Painter Aug 8 at 2.30 Off
Rec, Byrom st, Manchester

BOWEN, WALTER ERNEST, Kingston upon Hull, Green-grocer Aug 9 at 11 Off Rec, Trinity House in, Hull
CHAMBERS, FREDERICK GEORGE, Penny, Stafford, Bucks, Hairdresser Aug 10 at 11.30 Off Rec, Bridge st, Northampton
DAVIES, JENKIN EDWARD, Gilfach Bargoed, Glam, Grocer Aug 10 at 3 135, High st, Merthyr Tydfil
DUKE, ROGER PHILIP, Verwood, Dorset, Clerk in Holy Orders Aug 14 at 12 Bankruptcy bldg, Carey st
FORD, WALTER, Pen-y-darthen, Merthyr Tydfil, Oil Vendor Aug 8 at 13 135, High st, Merthyr Tydfil
HALES, SYDNEY, Queen's Club gdns, West Kensington Aug 8 at 2.30 Bankruptcy bldg, Carey st
HARDWICK, EDWARD, Parkgate, Yorks, Draper Aug 8 at 12 Off Rec, Figtree in, Sheffield
HARTLEY, FREDERICK GEORGE, Tufnell Park rd, Holloway, Commercial Traveller Aug 15 at 11 Bankruptcy bldg, Carey st
HUGHES, WILLIAM, Pontypridd, Collier Aug 9 at 12 135, High st, Merthyr Tydfil
IVALL, JAMES, Falcon rd, Clapham Junction, Bookmaker Aug 9 at 11 132, York rd, Westminster Bridge
LEE, GEORGE EDWARD, Newcastle on Tyne, Fitter Aug 3 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
LEVY, ALFRED, High st, Harnsey, Builder Aug 8 at 12 Bankruptcy bldg, Carey st
LINCOLN, ROBERT EDWARD, Birkenhead, Yorks, Grocer Aug 9 at 10.30 Off Rec, Bank chambers, Corporation st, Dewsbury
LINTOTT, ARTHUR FREDERICK, Dun Edon, Woking, Surrey, Calf Salesman Aug 15 at 2.30 Bankruptcy bldg, Carey st
LOCKING, ROBERT EDGAR, Gt Grimsby, Grocer Aug 8 at 11 Off Rec, St Mary's chambers, Gt Grimsby
MCPHAIL, JOSEPH JOSEPH, and **HAROLD JAMES WATSON**, Duff, Hove, Sussex, Cycle Agents Aug 9 at 11 Off Rec, 4, Pavilion bldg, Brighton
MITCHELL, GEORGE HUGH, and **THOMAS MITCHELL**, Carlisle, Painters Aug 8 at 3.30 Off Rec, 34, Fisher st, Carlisle
MOIR, ALEXANDER MITCHELL, Bush in House, Cannon st Aug 16 at 12 Bankruptcy bldg, Carey st
MORTIMER, WILLIAM JOHN, Plymouth, Devon, Boot Maker Aug 10 at 11 Off Rec, 6, Athensum ter, Plymouth
NAYLOR, CHARLES, Blackpool, Shop Manager Aug 5 at 11 Off Rec, 14, Chapel st, Preston
PHILLIPS, WILLIAM JOHN, Furnace, Llanelly, Grocer Aug 11 at 11.30 Off Rec, 4, Queen st, Carmarthen
RANDALL, HORACE, Weybridge, Fitter Aug 10 at 12.30 132, York rd, Westminster Bridge
RICHARDS, ERNEST ALBERT, Stoke, Devonport, Boot Dealer Aug 8 at 11 Off Rec, 6, Athensum ter, Plymouth
RODWELL, FRED, Keighley, Yorks, Music Seller Aug 10 at 3.30 Off Rec, 29, Tyndal st, Bradford
SHAW, WILLIAM STANLEY, Hardingsstone, Northampton, Organ Tuner Aug 9 at 11 Off Rec, Bridge st, Northampton
SHERBATT, FRANCIS DEAN, Huddersfield, Accountant Aug 9 at 3 Off Rec, Prudential bldg, Huddersfield
SHERWIS, ALFRED, Kingston on Thames, Ironmonger Aug 10 at 11.30 132, York rd, Westminster Bridge rd
SOUTHWELL, EDWARD BUCKINGHAM, North Finchley, Dealer in House Property Aug 8 at 3 14, Bedford row
STEWART, JOHN, and **SUSANNA GRAHAM**, Carlisle, News Agents Aug 8 at 3 Off Rec, 34, Fisher st, Carlisle
SCOTTON, JOHN, and **DAVID SCOTTON**, Middlesbrough, Fruiters Aug 10 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
THACKER, HERBERT STANLEY, South Norwood, Stationer Aug 9 at 12.30 132, York rd, Westminster Bridge
WAKEFIELD, ALLEN OSBORNE, Goldthorp, Mr Botherham, Yorks, Boot Dealer Aug 5 at 12.30 Off Rec, Figtree in, Sheffield
WALKLATE, HENRY, Waltham Cross, Draper Aug 9 at 1 14, Bedford row
WALTERS, DAVID, Llandigigle Fawr, Saint Davids, Pembroke, Farmer Aug 9 at 11.30 Castle Hotel, Haverfordwest
WALTON, ADOLPHUS EUGENE, Desprez gdns Aug 10 at 11 Bankruptcy bldg, Carey st
WEINGARTNER, PAUL, Ilford, Cloth Merchant Aug 13 at 12 Bankruptcy bldg, Carey st
WELCH, THOMAS HENRY, Comrie rd, Brixton, Clerk Aug 8 at 11 Bankruptcy bldg, Carey st
WELMAN, ERNEST GEORGE, Lowestoft, Hotel Proprietor Aug 9 at 12 Bankruptcy bldg, Carey st
WESTLAKE, CHARLES, Stonehouse, Devon, Hairdresser Aug 10 at 11 Off Rec, 6, Athensum ter, Plymouth
WILKINSON, WILLIAM BRIGGS, and **HENRY WILKINSON**, Bradford, Joiners Aug 10 at 3 Off Rec, 29, Tyndal st, Bradford

ADJUDICATIONS.

ALLEN, GEORGE EDWARD, Mountain Ash, Glam, Cab Proprietor Adjudged Pet July 26 Ord July 26
BARTON, GEORGE, Ashford, Kent, Builder Canterbury Pet July 27 Ord July 27
BECK, WILLIAM, Worle, Somerset, Motor Repairer Bridgewater Pet July 26 Ord July 26
BERRY, DAN, Walkden, Lancs, Painter Salford Pet July 7 Ord July 7
BOWEN, WALTER ERNEST, Kingston upon Hull, Green-grocer Kingston upon Hull Pet July 26 Ord July 26
BRADY, ALEXANDER, Hoxton st, Hoxton, Cabinet Maker High Court Pet Court Pet July 6 Ord July 27
BRISELEY, GEORGE DOWD, Builder Canterbury Pet July 26 Ord July 26
CHAPMAN, GERRARD DAVID, Eakle, Sonning Reading Pet May 19 Ord July 25
CHARLESWORTH, WILLIAM JAMIESON, and **HARRY JOHNS**, Loughborough, Electrical Engineer Stoke upon Trent Pet July 12 Ord July 27
COOPER, WILLIAM JOHN, Barbourne, Worcester, Shoemaker Worcester Pet July 25 Ord July 27
DAVIES, JOHN EDWARD, Fairbairn, Baker Truro Pet July 26 Ord July 26
DAVIES, JENKIN EDWARD, Gilfach Bargoed, Glam, Grocer Merthyr Tydfil Pet July 25 Ord July 25
DUKE, ROGER PHILIP, Verwood, Dorset, Clerk in Holy Orders High Court Pet July 11 Ord July 25

EBERLE, ALBERT FRANCIS, Gloucester, Hotel Keeper Gloucester Pet July 26 Ord July 26
ELLIS, SAMUEL JOHN, HARTINGS, Cobridge, Staffs, Photographer Hanley Ord July 26
FOOT, WILLIAM ROLSTON, Whiteway, Totnes, Chemist Plymouth Pet July 26 Ord July 26
GALE, CHARLES, Oldham, Carter Oldham Pet July 26 Ord July 26
GROON, GEORGE, Upper Norwood, Teacher of Shorthand Writing Croydon Pet July 28 Ord July 29
LEAVEY, THOMAS, Herne Bay, Carrier Canterbury Pet July 10 Ord July 28
LEE, GEORGE EDWARD, Newcastle on Tyne, Fitter Newcastle on Tyne Pet July 26 Ord July 26
LINCOLN, ROBERT EDWARD, Birkenhead, Yorks, Grocer Dewsbury Pet July 27 Ord July 27
LINTOTT, ARTHUR FREDERICK, Woking, Calf Salesman High Court Pet July 7 Ord July 27
LOWE, CLAUDE E, Buckhurst, Essex High Court Pet April 3 Ord July 25
LUCAS, JOHN EDWARD, Bispham, Mr Blackpool, Schoolmaster Preston Pet July 6 Ord July 25
MAY, PERCY, Lower Richmond rd, Putney, Confectioner Wandsworth Pet July 28 Ord July 28
MITCHELL, GEORGE HUGH, and **THOMAS MITCHELL**, Carlisle, Painters Carlisle Pet July 27 Ord July 27
MORRIS, HAROLD PARKER, Balham, High Court Pet May 31 Ord July 26
MYLREA, FREDERICK GARLAND, Boscombe, Bournemouth, Hants Poole Pet March 15 Ord July 25
NAYLOR, CHARLES, Blackpool, Shop Manager Preston Pet July 4 Ord July 25
OATES, ALBERT EDWARD, Tyne Dock, South Shields, Builder Newcastle on Tyne Pet July 23 Ord July 26
PENNEY, WILLIAM, Bangor, Fish Salesman Canterbury Pet July 13 Ord July 25
PEPPER, ARTHUR, St John's Fen End, Norfolk, Carpenter King's Lynn Pet July 26 Ord July 26
PHILLIPS, WILLIAM JOHN, Furnace, Llanelly, Carmarthen, Grocer Carmarthen Pet July 10 Ord July 27
RANDALL, HORACE, Weybridge, Fitter Kingston, Surrey Pet July 19 Ord July 23
REES, EVAN MORRIS, Troedyrhiw, Butcher Merthyr Tydfil Pet July 27 Ord July 27
RODWELL, FRED, Keighley, Yorks, Music Seller Bradford Pet July 27 Ord July 27
RUSSELL, FANNIE, Llanfairfechan, Carnarvon, Licensed Victualler Bangor Pet July 27 Ord July 27
SAWYER, HARRIET, Wakefield, Cab Proprietress Wakefield Pet July 27 Ord July 27
SEARLE, THOMAS, Rackham Common Farm, Palsborough, Farnham, Brighton Pet June 19 Ord July 27
SHAW, WILLIAM STANLEY, Hardingsstone, Organ Tuner Northampton Pet July 27 Ord July 27
SHERMAN, BERNARD WILLIAMSON, Devonshire sq High Court Pet April 20 Ord July 27
SHERBATT, FRANCIS DEAN, Huddersfield, Accountant Huddersfield Pet July 27 Ord July 27
SPIRY, WALTER, Bradford, Grocer Bradford Pet June 28 Ord July 26
SPIRKE, ELIAS, Marham, Norfolk, Grocer King's Lynn Pet July 30 Ord July 26
SUTTLE, CHARLES, Surbiton Hill, Plumber Kingston, Surrey Pet July 28 Ord July 28
SUTTON, JOHN, and **DAVID SUTTON**, Middlesbrough, Fruiters Middlesbrough Pet July 26 Ord July 26
WALKLATE, HENRY, Waltham Cross, Herts, Draper Edmonton Pet July 30 Ord July 25
WARRER, WILLIAM THOMAS, Ipswich, Motor Engineer Ipswich Pet July 27 Ord July 27
WEBB, MARY ANN, Cavehill, Staffs, Beer-seller Stoke upon Trent Pet June 28 Ord July 27
WEINGARTNER, PAUL, Ilford, Cloth Merchant High Court Pet July 27 Ord July 27
WELCH, THOMAS HENRY, Comrie rd, Brixton, Clerk High Court Pet July 27 Ord July 27
WILKINSON, WILLIAM BRIGGS, and **HENRY WILKINSON**, Bradford, Joiners Bradford Pet July 27 Ord July 27
WILSON, ALFRED, Minister in Sheppey, Kent, Builder Rochester Pet July 26 Ord July 27
WILSON, GEORGE, Levenshulme, Lancs, Coal Merchant Manchester Pet July 27 Ord July 27

Amended notice substituted for that published in the London Gazette of July 17:

SMITH, WILLIAM HENRY, and **HUMPHREY LAWRENCE ARCHER**, Chiswick, Grocers Brentford Pet June 22 Ord July 12

Amended notice substituted for that published in the London Gazette of July 24:

HALL, PERCY CHARLES, Old Hill, Staffs, Builder Dudley Pet July 21 Ord July 21

ADJUDICATIONS ANNULLED.

CRANE, ELL, Newton by Frankby, Cheshire, Captain Birkenhead Adjudged Nov 27, 1905 Annul July 26
HOLWILL, HENRY, Swanssea Swanssea Adjudged April 17, 1901 Annul July 25

SCALE OF CHARGES FOR ADVERTISEMENTS OF WANTS, Situations, Partnerships, Money, Offices, Houses, &c., offered or required.

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PAROCHIAL and other Registers and Records Searched, Pedigrees Traced and Compiled.—W. J. GADSDEN (Clerk to the late C. J. Partington, of Gray's-inn), 19, Middle-lane, Crouch End, London, N.

BAILIFF'S OFFICE, 21, Penton-place, London, W.C.—RENTS COLLECTED and RECOVERED; AUCTION SALES conducted. Solicitors' and Railway References.

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